BENGALURU SOLID WASTE MANAGEMENT LIMITED

REQUEST FOR PROPOSAL

Tender for "Appointment of concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% concessionaire investment for the Collection, Primary transportation, Secondary transportation to Existing processing plants of 1750 TPD", Bengaluru

Deputy General Manager-3

BSWML

MILLERS TANK BUND ROAD,
VASANTHNAGAR,

BENGALURU-560 052

BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of the Deputy General Manager-3 (Tech) (BSWML), 1st Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru–560 052

TENDERS FOR THE WORK OF

Sl No	Name of the Work	Approx. Amount estimated capital cost of the project in INR in Crores*	EMD Amount (in as per clause 2.20) in INR Crores	Remarks
1	**Appointment of concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% concessionaire investment for the collection, Primary transportation, and secondary transportation to Existing processing plants of 1750 TPD"**	Rs.54.83 Cr	Rs.0.2741Cr	Rs, 1.00 Lakhs through e-payment in KPPP through one of the following methods on Online/RTGS/ NEFT/ OTC and the balance amount through the way of bank guarantee /FDR issued by Nationalized / Scheduled bank

(*) The estimated capital cost of the project is indicative only to calculate the bid parameters and is not an indication of investment from the client.

TENDER REFERENCE	No. DGM-3/BSWML/TEND/01/2024-25 Date: 08.07.2024
CORRIGENDUM -1	No. DGM-3/BSWML/Corr-1/2024-25 Dated: 20.07.2024
PRE-BID MEETING WILL BE HELD ON	26.07.2024 at 3.00 PM
LAST DATE AND TIME FOR RECEIPT OFT ENDERS	22.08.2024 on or before4.00 PM
TIME AND DATE OF OPENING OF COVER ONE OF THE TENDERS	23.08.2024 after 4.30 PM
PLACE OF PRE-BID MEETING WILL BE HELD	Office of the Deputy General Manager, BSWML,1st Floor, UNI Building, Thimmaiah Road, Bengaluru-560052.
TIME AND DATE OF OPENING OF COVER TWO OF TENDERS	Will be intimated to the Qualified Tenderers

PLACE OF OPENING OF COVER TWO OF TENDERS AND ADDRESS FOR COMMUNICATION:	Office of the Deputy General Manager-1., BSWML,1st Floor, UNI Building, Thimmaiah Road, Bengaluru-560052

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DISCLAIMER

The information contained in this Request for Proposals document ("RFPs") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of (BSWML) or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by BSWML to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by BSWML in relation to the Project. Such Assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This RFP may be appropriate for all person and it is not possible for BSWML, their employees and advisors to consider the objectives, technical expertise and particulars needs of each party who reads or uses this RFP. The assumptions, assessments, statement and information contain in this RFP, may not be complete, accurate, adequate or correct. Each applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtained independent advise from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BSWML accept no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Collection & Transportation of 1750 TPD of Construction & Demolition (C&D) waste at Kannur & Chikkajala Bengaluru area on PPP model.

The project would involve Providing C&D Waste bins along with RFID tags Collection of C&D waste in Bengaluru area and Hook loaders for transportation of the C&D through Bins upto the designated dumping sites and also involve Operator & Maintain of C&D waste bio & hook loaders. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for BSWML, their employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

The BSWML, their employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The BSWML also accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The BSWML may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that BSWML are bound to select an Applicant or to appoint the Selected Bidder, as the case may be, for the Project and BSWML reserve the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the state Government or the authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the state Government or the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

ABBREVIATIONSANDACRONYMS

BBMP	Bruhat Bengaluru Mahanagara Palike
BOQ	Bill of Quantities
BSWML	Bengaluru Solid Waste Management Limited
C&DWM	Construction and Demolition Waste Management
COD	Commercial Operation Date
C&T	Collection and transportation
ESHS	Environmental, Social, Health and safety
GCOC	General Conditions of Contract
GITA	General Instructions to Applicants
IF	Information Forms
IFT	Invitation for Tenderers
IFP	Invitation for Pre-qualification
ITB	Instructions to Tenderers
JV	Joint venture/Consortium/LLP
JVA	Joint venture/Consortium/LLP Agreement
RFP	Request For Proposals
PITA	Particular Instructions to Applicants
STD	Standard Tender Document
SPD	Standard Pre-qualification Document
CREDAI	Confederation of Real Estate Developer's Association of India
DLB	Directorate of Local Bodies
GoI	Government of India
ICDWMS	Integrated Construction and Demolition Waste Management System
ITB	Instructions to Bidders
LM	Lead Member
C&D Waste	Construction & Demolition Waste
RFP	Request for Proposal
SPV	Special Purpose Vehicle
SLF	Engineered Sanitary Landfill Facility
TPD	Tonnes per Day
ULB	Urban Local Body
KSPCB	Karnataka State Pollution Control Board
P&D	Processing and Disposal
TEC	Tender Evaluation Committee
UDD	Urban Development Department

GLOSSARY

Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3
Authorized Representative	As defined in Clause 2.13.2
Authority	As defined in Clause 1.1.1
Base Energy Tariff Rate	As provided in Clause 3.3.1
Bid Price	As provided in Clause 3.3.1
Bid Price Sheet	As provided in Form-2 of Appendix-II
Bid Security	As defined in Clause 2.20.1
Coercive Practice	As defined in Clause 4.3
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Corrupt Practice	As defined in Clause 4.3
CV	Curriculum Vitae
DBFOT	Design, Build, Finance, Operate and Transfer
Documents	As defined in Clause 2.12
Eligible Assignments	As defined in Clause 3.1.4
Financial Proposal	As defined in Clause 2.15.1
Fraudulent Practice	As defined in Clause 4.3
HAM	Hybrid Annuity Model
INR, Re, Rs.	Indian Rupee(s)
Joint Bidding Agreement	As defined in Clause 2.16.8
Joint venture/Consortium/LLP	As defined in Clause 2.1.1
Key Personnel	As defined in Clause 2.1.4
Lead Member	As defined in Clause 2.16.8
LOA	Letter of Award as defined in Clause 2.28
Member	As defined in Clause 2.3.3
Net Worth	As provided in Clause 2.16.4
Official Website	As defined in Clause 1.11.2

PPP	Public Private Partnership
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Project	As defined in Clause 1.1.1
Project Area	As defined in Clause 1.1.1
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.8 and 2.17
RFP	As defined in Disclaimer
Selected Bidder	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Site(s)	As defined in Clause 1.1.1
Statutory Auditor	An Auditor appointed under Applicable Laws
Subject Person	As defined in Clause 2.3.3
Support Personnel	As defined in Clause 2.14.6
Taxes	means all taxes, levies, imposts, cesses, duties and other forms of taxation, including (but without limitation) income tax, goods and services tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, stamp duty or capital duty, and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Concessionaire
Technical Proposal	As defined in Clause 2.14.1
Total Evaluated Bid Price	As provided in Clause 3.6
Undesirable Practice	As defined in Clause 4.3
US$	United States Dollar

Definitions

Bid Project Cost	The definition of "Bid Project Cost": Approved tipping fee per TPD multiplied with the total TPD under the contract for duration of one month.
Employer	One of the two parties toa works contract, the other party being the "Contractor."
Contractor	The legal entity that is party to and performs a works contract, the other party to the contract being the "Employer."
Joint venture	An ad hoc association of firms that pool their resources and skills to undertake a large or complex contract in the role of "Contractor," with all firms (partners in the JV) being legally liable, jointly and severally, for the execution of the contract in the event of a partner's withdrawal.
Management contractor	A firm, acting in the role of "Contractor," that does not usually perform contract construction work directly, but manages the work of other (sub) contractors, while bearing full responsibility and risk for price, quality and timely performance of the contract.
Construction Manager	A consultant, acting as agent of the Employer, engaged to coordinate and monitor the timing of preparation, tender award, and execution of a number of different contracts comprising a project, but does not take on the responsibility for price, quality, or performance of those contracts. DPCC Clearance Consent
Nominated Subcontracts	A specialist enterprise selected and approved by the Employer to provide a pre-specified item in the BOQ, and nominated as subcontractor to the Contractor for such purpose.
Post-qualification	An assessment made by the Employer after the evaluation of tenders and immediately prior to award of contract, to ensure that the lowest-evaluated, responsive, eligible bidder is qualified to perform the contract in accordance with previously specified qualification requirements.
Pre-qualification	An assessment made by the Employer of the appropriate level of experience and capacity of firms expressing interest in undertaking a particular contract, before inviting them to tender.

Prime contractor	A firm that performs a substantial part of a contract construction work itself and the balance, if any, by sub-contractors, while bearing full responsibility for the whole contract.
Provisional sum	A sum included provisionally in the BOQ of a contract, normally for a specialized part of the Works or for contingencies, which sum shall be used only on the instructions of the Employer for payments to the contractor and/or to nominated subcontractors.
Slice and Package	A procedure whereby a large homogeneous work is sliced into smaller similar contracts, which are bid simultaneously so as to attract the interest of both small and large firms; firms offer bids on individual contracts (slices) or on a group of similar contracts(packages), and award is made to the combination of bids offering the lowest cost to the Employer Slices comprising a number of similar construction units together in a small area are sometimes referred to as "lots," which are bid concurrently with other similar "lots" as part of the larger "package."
Turnover	The gross earnings of a firm (in this context, a construction contractor), defined as the billings for contract work in progress and/or completed, normally expressed on an annual basis, and excluding income from other sources.
Works	The total work involvement in a construction contract, including the "Permanent" Works or finished product as specified, and the "Temporary" Works required by the Contractor for the execution of the contract.
Writing	For the purpose of this document, any authenticated handwritten, typed, or printed communication, including telex, cable, electronic mail, and facsimile transmission, with proof of receipt when requested by the sender.

INVITATION FOR PROPOSALS

1. INTRODUCTION

1.1. Project Background

1.1.1. The BSWML acting through and represented by Government of Karnataka are engaged in the Collection and Transportation of 1750TPD of Construction and Demolition (C&D) Waste at Kannur and Chikkajala Bengaluru and as part of this endeavour, BSWML have decided to undertake **Appointment of concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% concessionaire investment for the collection, Primary transportation, secondary transportation to Existing processing plants of 1750 TPD**"(herein referred as "The Project")by seeking private sector participation on Public Private Partnership (**"PPP"**) mode by inviting Proposals for the Project within the [jurisdiction of the Authority] Kannur and Chikkajala Bengaluru and on the site(s) identified by the Authority for the implementation of the Project (the "Site(s)") on PPP on Collection and Transportation basis. The indicative cost of the Project is [Rs. 54.83 Cr.].

Applicant can view and download the details of E- tender from website https://kppp.karnataka.gov.in/#/portal/portal-home from the date of uploading on the same site as mentioned in paper notification, on payment of cost of the tender document online is as per the E-portal. EMD amount should be paid online i.e., through E- tender portal, details which are given in the Tender documents.

1.1.2. The Project may be awarded on DBFOT basis for Collection and Transportation basis to a private entity (the "Concessionaire") select through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between BSWML and the Concessionaire (the "Concession Agreement"). The project will be implemented in accordance with C&D Waste Management Rules-2016.

1.1.3. In pursuance of the above, the Authority has decided to carry out the process for selection of a Concessionaire for implementation of the Project in accordance with the Concession Agreement.

2. INSTRUCTIONS TO TENDERERS

A. GENERAL

1. Notice Inviting Bids

1.1The Deputy General Manager-3., BSWML on behalf of The Managing Director Bengaluru Solid Waste Management Ltd (BSWML), invites online bids from competent bidders for **Appointment of** concessionaire **on Design Build Finance Operate and Transfer (DBFOT) with 100% concessionaire investment for the collection, Primary transportation, secondary transportation to Existing processing plants of 1750 TPD" on a Public Private Partnership ("PPP") mode**

1.2. Request for Proposals

BSWML invite proposals for **Appointment of concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% concessionaire investment for the collection, Primary transportation,** secondary **transportation to Existing processing plants of 1750 TPD**" implementation of the Project in conformity with the Concession Agreement. BSWML intend to select the Concessionaire through an open competitive bidding process in accordance with the procedure set out herein.

1.3. Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project Site(s), sending. written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

a. The Bidder/ Applicant(s) are encouraged to appraise themselves completely regarding the above project, site conditions including waste composition by visiting the site before submission of the bid.
b. The bidder must meet the eligibility criteria mentioned in the RFP.
c. It is the responsibility of the applicant to regularly check Public Procurement Portal of the Government of Karnataka (GoK) i.e., https//karnatakatenders.gov.in from time to time for updated, amendments, corrigendum, extensionsif any with respect to this RFP.

1.4. Obtaining RFP Document

The complete set of tender documents which includes this RFP, Draft Concessionaire Agreement (DCA), Scheduled of DCA and Project Information Memorandum (PIM) can be downloaded from the Official Website and the Government of Karnataka and Karnataka Public Procurement Portal of Government of Karnataka (GoK) i.e., https://kppp.karnataka.gov.in

This RFP document is having following connecting documents

A. Draft Concessioner Agreement along with articles and relevant schedules.
B. Project Information Memorandum

All prospective bidders are required to refer the above documents collectively before submitting the bids.

1.5. Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 (One hundred and eighty) days from the Proposal Due Date (the **"PDD"**).

1.6. Brief description of the Selection Process

BSWML have adopted a single-stage two envelope selection process (collectively the **"Selection Process"**) for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in clause 3.2. In the second stage, a financial evaluation will be carried out as specified in clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in clause 3.4. The first ranked Applicant shall be selected for negotiation (the **"Selected Bidder"**) while the second ranked Applicant will be kept in reserve.

1.7. Currency conversion rate and payment

1.7.1. For the purposes of technical evaluation of Applicants, the conversion rate of the currencies shall be the State Bank of India Telegraphic Transfer Buy rates published by the State Bank of India prevalent on the Proposal Due Date, and the amount so derived in US$ shall be converted into INR at the aforesaid rate.

1.7.2. All payments to the selected Concessionaire shall be made in INR in accordance with the provisions of this RFP. The Concessionaire may convert INR into any foreign currency as per applicable laws and the exchange risk, if any, shall be borne by the Concessionaire.

1.8. Schedule of Selection Process

BSWML would endeavour to adhere to the following schedule:

	Event Description	**Date**
1	Last date for receiving queries/clarifications	As per the date mentioned in NIT
2	Pre-Proposal Conference	
3	Authority's/State Government's response to queries	
4	Proposal Due Date or PDD	
5	Opening of Proposals	
6	Letter of Award (LOA)	As per Authority's decisions
7	Signing of Concession Agreement	
8	Validity of Proposals	180 days of PDD

1.9. **Pre-**Proposal **visit to the Site and inspection of data**

Prospective Applicants may visit the Site(s) and review the available data at any time before PDD. For this purpose, they will provide at least [two] days‟ notice to the nodal officer specified below:

BENGALURU SOLID WASTE MANAGEMENT LIMITED (BSWML)

NO. 30/1, 1st and 2nd Floor, UNI Buildings, Thimmaiah Road,
Vasanth Nagar, Bengaluru –560 002

1.10. Pre-Proposal Conference

The date, time, and venue of the Pre-Proposal Conference shall be:

Particulars	Description
Date	26.07.2024 (date mentioned in the NIT)
Time	03:00p.m
Attention to	Office of the Chief Engineer& Chief General Manager (Technical)
Venue	Bengaluru Solid Waste Management Limited # NO. 30/1, 1st and 2nd Floor, UNI Buildings, Thimmaiah Road, Vasanth Nagar, Bengaluru –560 002

The RFP is available for "**Appointment of concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% concessionaire investment for the collection, Primary transportation, secondary transportation to Existing processing plants of 1750 TPD"** on Public Private Partnership ("PPP") model.

The Corrigendum/addendum if any, shall be published by the authority at the e-Procurement website only. The Authority shall endeavor to respond to the queries within the period specified therein, but not later than7 (seven) days prior to the proposal due date. The response to the pre-bid queries shall be uploaded on the e-procurement portal only.

The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidder/Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority /Authority.

1.11. Communications

1.11.1. All communications relating to the submission of Proposal should be addressed to:

BENGALURU SOLID WASTE MANAGEMENT LIMITED (BSWML)

NO. 30/1, 1st and 2nd Floor, UNI Buildings, Thimmaiah Road,
Vasanth Nagar, Bengaluru –560 002

1.11.2. The Official Website of the Authority is: http://kppp.karnataka.gov.in

This RFP is available at the Karnataka Public Procurement Portal – "BSWML" under the RFP titled Appointment of concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% concessionaire investment for the collection, Primary transportation, secondary transportation to Existing processing plants of 1750 TPD" on a Public Private Partnership ("PPP") mode

1.11.3 All contract documents are interlinked as follows:

a) Project Information Memorandum (PIM)
b) Request For Proposal (RFP)
c) Draft Concessionaire Agreement (DCA)
d) Scheduled
e) Financial Bid

The financial bid and its rates to be considered to take up the comprehensive scope mentioned in RFP vide Clause No. 2.1, DCA vide Article-2 and PIM vide Chapter-4.

2.1. Scope of Proposal (Scope of Work)

Scope of work for Collection and Transportation of 1750TPD C&D Waste:

A. C&D waste is divided into two categories:

a. Claimed C&D waste: This is generated by identified generators.
b. Unclaimed C&D waste: where the generator of C&D waste is difficult to be identified, for instance the C & D waste which is mainly found dumped across road sides or in other residential, non- residential and open areas within the BSWML limits.

1. It shall be proposed that a comprehensive plan shall be prepared in consultation with agency who is going to be appointed by the BSWML should prepare comprehensive C&D Waste Management Plan, covering storage, collection and transportation to up to the existing plants and further and disposal.

2. The Comprehensive Plan shall indicate for the collection, storage, containment, transportation of all claimed & unclaimed C&D waste to the facility for its further processing and disposal.

3. The contractor will be responsible for lifting unclaimed waste from areas, as directed by BSWML officials, which otherwise cause nuisance to vehicular traffic, mainly on both sides of the roads and at junction points. The heaps of C&D waste dumped by roadside/isolated, is to be cleared by the contractor.

4. Set a common call centre facility in consultation with the Contractor selected or other slice and GPS based, Android & iOS based interactive Mobile Application for easy access of C&D waste facility for the user (8 am to 8pm, all 365 days) for registering a request for collection from BSWML and private parties. Contractor should attend all the sites within 48 hours.

5. The responsibility of contractor includes providing adequate number and types of vehicles of make Tata / Ashok Leyland / Eicher / Hyva or any other equivalent for collection and transportation. These vehicles of make Tata / Ashok Leyland / Eicher / Hyva or any other equivalent shall be incompliance with RTO rules / regulations and all other applicable rules & regulations/notifications by competent Authority.

6. GPS System & RFID Tag: Install GPS in all vehicles & RFID tags to the storage bins at its own cost and provide MIS data to BSWML on a monthly basis and whenever required by BSWML intermittently. RFID tag shall be fixed in each C&D waste bins provided by the Successful Bidders. RFID tag reader shall be available in each Auto tipper & Hook loader.

7. Provide all the MIS Data of the project to BSWML along with monthly bill as approved by BSWML at the time of execution of project.

8. For less than 1 MT of C&D Waste generator i.e Small Generator, Contractor has to provide door to door service for collection and transportation for less than 1 MTC&DW as to after confirmation of payment receipt paid to BSWML.

9. For generators of C&D waste equal or more than 1 MT & less than 20 MT i.e. Medium Generators, Concessionaire shall provide a door-to-door collection facility. Such generators have to book their request, make payment & store C&D waste within their premises ready for lifting.

10. For BSWML's other civil works/bulk generators having quantity equal or more than 20MT per day or 300 MT per project per month there will be two cases as mentioned below. The C&D waste supplied by bulk generators are required to take the processed materials to their upcoming projects at the rates applicable as per the local SR rates.

a. In case the bulk generator uses BSWML's Collection and Transportation services then the Contractor for this project will make arrangement for Collection, Transportation, Disposal of C&D waste from bulk generators. Bulk generator will make payment to contractor directly as per the rates approved by BSWML.

b. In case the bulk generator transports the waste directly to the processing plants site on his own cost then the Bulk generator shall seek prior approvals for the accepted transport mechanism being accepted by BSWML and bulk generator has to pay the fee towards the processing fee to the processing plant agency as per the rates approved by BSWML.

c. If there is a difference between the invoice generated by the waste generator and actual C&D Waste found on the site, Contractor shall inform BSWML and only collect waste corresponding to invoice quantity, in case the generator shows subsequent confirmation for remaining quantity then the contractor shall collect the C&D Waste. All payments shall be linked to the online portal at least weekly basis.

11. For unclaimed debris in any ward, the contractor in the presence of BSWML's staff will take minimum Two (2) Geo-Tagged photographs of the C&D Waste Pile from different angles,

which will mention its date, time and location before and after collecting the waste. Two (2) Geo-Tagged photographs each, before and after collecting the C&D Waste, shall be uploaded on the mobile application/system and shall be submitted along with the monthly bill. Payment of unclaimed debris shall be made by BSWML as per the record. Contractor has to install Load Cells/ On-board weighing mechanisms on all the vehicles deployed for the project. Specific weight at every spot of claimed and unclaimed C & D Waste shall be recorded, and contractor shall make the needful arrangement.

12. Facility for "on-demand/ on-call pickup" of C&D from claimed C&D waste generators needs to be created by the contractor. The contractor has to liftunclaimedwasteandbulkgeneratorscandeliverC&Dwasteattheprocessing plant after specific approval from BSWML in cases when 600 TPD cannot be met through Debris On-call and unclaimed debris for respective slice.

13. The Contractor has to market and promote its services for lifting of claimed C&D waste.

14. Give methodology of collection & transportation C & D waste which should include collection from zone, ward, complain-based collection, request based collection system utilizing the vehicles as mentioned.

15. Proper transportation permits should be obtained and the agency shall have the necessary permits.

16. The Bidder has to dispose the inserts at the suitable location and appropriate manner as per the methodology and rules of the receiving area and with approvals from the competent authority. The bidder will make all arrangements for waste, electricity, DRCC Clearance consent to operate etc, and will obtain all other required mandatory permissions clearances at his own cost

17. The bidder has to provide Uniforms, florescent Jacket and other Safety Gear as per C&D Waste Management Rules 2016toitsoperatingstaff.

18. After the compliance from the authority, only then vehicles would be allowed to operate.

19. The operation involves various movement of vehicles for maintenance, transportation of vehicles from collection point to Plant site, processing of the C&D Waste, and BidderhastoprovideadequatenumberofSupervisorystaffwithconveyance for mobility and communication tools for effective co-ordination of the system.

20. The Bidder has to specifically procure the assets for the C&D waste purpose and all the assets would be painted with specific color codes and number and name written on it as per direction from materials, movement of vehicles from the plant site to disposal site.

21. The successful bidder has to provide registration number of their vehicles to BSWML prior to start of the operation. BSWML may direct the Contractor to get audited any of the software/ GPS system/ VTMS system used for the project from the authorized agencies acceptable to BSWML at any time during the Contract period.

22. The successful bidder has to establish control room, workshop on the processing plant site itself.

23. The contractor shall undertake a mass awareness program, in the irrespective slice, so as to ensure that C&D waste being generated in its contract area is not being littered along the road side or disposed-off at existing MSW dumpsite(s).

24. The contractor shall carry out awareness, capacity building and ICE activities.

25. The contractor shall create a sustained system of information, education and communication for construction and demolition waste through collaborations with expert institutions and civil societies and also disseminate through their own website.

26. The contractor should keep a track of the generation of construction and demolition waste within the BSWML limits and establish a database and update on a regular basis in-order to optimize its processing facility

27. The contractor shall coordinate with the BSWML periodically to understand the C&D waste generation.

28. The contractor will involve community participation and discuss with the citizen community in order to ensure a free flow of information on waste generated by individuals so as to optimize the collection, transportation, Processing and Management Facility.

29. The successful bidder shall compulsorily install a Vehicle Tracking Management System (VTMS) on each vehicle used for collection and transportation of C&D waste and disposal of post processing rejects, with the necessary web based software, accessible from web, personal computer/laptops, network links, antivirus, printer, GPS / Sim Card / Dongle and shall provide necessary training to the Municipal Staff and connect the system with Municipal server through IT department of BSWML with Loading/unloading switch for C&D waste transport vehicles (post-processing) rejects at their own cost. Please note that for payment of tipping fee, VTMS record is mandatory..

30. The successful bidder to provide vehicle tracking Management System (VTMS) including complete client site connectivity at different locations and weighbridge etc. The system must be web-based application including GPS based live tracking with GIS mapping and integrated map. The successful bidder must provide all necessary hardware (e.g. Computers, GPS etc.) and necessary connectivity with BSWML server. The successful bidder to comply server requirements of BSWML.

31. The successful bidder shall have to provide a separate set of vehicles with VTMS installed and connected to BSWML Server for the project.

32. GPS System shall be installed/fixed / provided in each vehicle deployed under this project for collection & transportation of C&D waste and shall be in working conditions always. Feed from these GPS will be integrated with. BSWML websites.

33. The successful bidder shall provide the real-time feed / monitoring of GPS System through web-based technology and integrated to BSWML portal.

34. The successful bidder shall collect, transport & dispose the waste generated as per the proposal, if it is less or more than indicated in contract then in such case the concessionaire shall be dealt to account the same as per the accepted rate per ton and the contractor is borne to follow the same as per the instructions of the authority.

35. Before the commencement of services under this project, the contractor shall submit a detail work plan for collection, transportation, processing & disposal of C & D waste and get it approved from BSWML. This plan may be amended in future as per the project requirement; however, such amendment will require prior approval of BSWML. The collection & transportation of C&D waste shall be done in non-peak hours as well as in night shift to avoid disturbance, inconvenience to the residence & commitment in Bengaluru area

36. Collection of municipal solid waste and bio-medical waste is not within the purview of this Project and it is supposed to be handled as per SWM Rules 2016 and Biomedical Waste – Management & Handling Rules 2016. The Successful Bidder is therefore under no obligation to collect, transport, treat, or dispose of Municipal Solid Waste and Bio-medical waste. However, in the event of finding Municipal Solid Waste and or B io-medical waste disposed of unscientifically alongside C&D Waste or mixed with C&D Waste, in the wards covered in Complete Sanitation or Partial Sanitation, the contractor shall notify the same to BSWML. The Contractor shall not take such waste to the C&D Waste Processing Facility as it may contaminate other products derived from the waste.

37. Mobilization period: One month from the date of issue of work order or from the date of handing over of the site whichever is later.

37.1 The contractor shall complete all activities, such as obtaining all clearances required for the project, including clearances required for land development, mobilization/procurement of necessary equipment, Vehicles, Machinery, and Resources Required for Construction Collection and Transportation and Demolition (C&D) Waste from BSWML area and commission the contractual work within 06monthsofissuanceofLOA.

38. Service level benchmarking:

38.1 The Contractor shall achieve Collection, Transportation from Commercial Operation Date in the following manner.

Sl. No	Period	Bench mark
1	By Six Months from Commercial operation Date	75%
2	By Twelve Months from commercial and operations date	100%

- 37.2 The operational house of collection & Transportation is in two shifts

5.00AM to 9.00AM 7.00PM to 11.00PM	7500Kg GVW (for primary collection & transportation)
5.00AM to 9.00AM 10.00PM to 2.00AM	28000 Kg GVW (secondary transportation)

a. Transportation Mechanism:

i. primary collection: 5Km with 7500 Kg GVW Vehicles.
ii. Secondary transportation: 25Km with 28000 kg GVW vehicles.
iii. Number of vehicles required for primary transportation with 7500Kg GVW (including breakdown + maintenance required of 10%):
iv. Number of vehicles required for secondary transportation with 28000Kg GVW (including breakdown + maintenance required of 10%):

BSWML envious fulfilling the following objectives by implementing C&D waste Collection, Transportation & dumping at the designated site by BSWML

a. 100 % removal of C&D waste from the dump area
b. Maximize the processing of C&D materials, Minimize C&D waste that requires landfill disposal, properly manage C&D waste that of Construction activities by residents of general in client work of BBMP area.
c. Reduce the air pollution of minimize spreading of dust/fine particles in the environment
d. Reduces in total costs of C&D management

39. Machinery & manpower;

39.1 Depending on the requirement, the successful bidder shall deploy adequate resources in each ward and ensure that 100% C&D waste is collected as required under this project and no C&D waste is left unattended & lying on roadside or any other open space.

39.2 Mechanized lifting & collection of C&D waste shall be done to the possible extent so that there shall be minimum physical handling of C&D waste (ideally zero). For mechanized lifting auto tippers/hook lifts/dumper placers or suitable mechanism can be used.

39.3 Minimum capacity of Hook Loaders/Tippers/Trucks shall be of 7500 kg GVW for primary collection and 28000 Kg GVW shall be for secondary transportation

40. Print media:

The entire concept of proper handling and disposal of C&D waste, including information about the designated C&D waste collection points and the use of recycled C&D waste materials, toll free helpline number for on-demand lifting of C&D wastes should be conveyed through posters, brochures, pamphlets given to each house or commercial establishment and can be displayed at real estate's metro works in prominent positions as well as local news papers in consultation with BSWML.

41. Electronic media:

Local cable television channels, radio& FM, websites shall be used by Contractor to inform citizens about the toll-free helpline numbers facilitating on-demand C&D waste collection, new C&D waste collection arrangements and advertise contact numbers of officials to call

for problem-solving or Advertise contact numbers of officials for reporting grievances relating to unauthorized dumping and non-removal of C&D waste.

42. Schedule of Penalties:

Penalty for Collection & Transportation of C&D Waste

Sl. No	Description of Event	Penalty in INR
1.	Penalty for Non-reporting of vehicle after 4 hours of breakdown of vehicle before starting of work &failure of bidder to make alternate arrangements.	Rs.500/-perhourpervehiclestartingafter4hoursofbreakdown.
2.	Penalty for breakdown after starting the work & Failure of bidder to make alternate arrangement within 3 hours for transferring the debris from the breakdown vehicle, the Corporation requires making necessary arrangement.	Rs.500/-per per hour per vehicle starting after 3 hours of breakdown.
3	Penalty for failure to attend any site and collect the complete C&D Waste thereat within 48 hours.	Rs.1000/-per spot
4	Penalty for failure to attend any site and collect the complete C&D Waste thereat within 72 Hours	Rs.2000/-per spot per day
5	Penalty for failure to provide "On Municipal Duty & indication of Debris vehicle" board on the vehicle.	Rs.500/-per vehicle per shift.
6	Penalty for failure to keep the vehicles well Painted.	Rs.1000/-per vehicle per Trip
7.	Lump sum penalty for not starting the work after completion of mobilization period.	Rs.20,000/-per day.
8.	Penalty for failure to provide uniform	Rs.300/-per day per staff
9	Penalty for failure to provide Hand Gloves	Rs.200/- per day per staff
10	Penalty for failure to provide facemask	Rs.100/- per day per staff
11	Penalty for failure to provide safety shoes	Rs.300/- per day per staff
12	Penalty for failure to provide I-Card	Rs.100/- per day per staff
13	Penalty for failure to provide rain coat (only in Monsoon season)	Rs.200/- per day per staff
14	Penalty for failure to providing plastic/tarpaulin cover on dumper or is torn out or	Rs.1000/-per such dumper/
15	Penalty for damaging collection spots/roads/ Municipal property by machinery (such as JCB).	Rs.500/-per spot

Note:

1. If the total penalty amount reaches 10% of contract cost, BSWML may consider terminating the contract & initiate further legal action which may including blacklisting.

2. Rate of penalty will be increased by 10% every year rounding off to the nearest rupee.

43. Internal Performance Monitoring:

The Contractor shall propose an Internal Performance Monitoring mechanism for effectiveness in project implementation covering all areas of service delivery including efficient redressal of complaints and monitoring the performance of workforce etc.

44. Contract Period: The Contract period shall be 15 years inclusive of Mobilization period

The following phases for the execution of the project are as follows-

44.1 Mobilization Period- One month from the date of issue of work order or from the date of handing over of the site whichever is later.

To obtain all the necessary clearances & approvals from relevant authorities from the date of LOA.

45. Nature & type of contract:

45.1 Joint Venture/Consortiums/LLP is as per the KW-6 standard clause by limiting to maximum 3 partners. The clause pertaining this shall be taken from the standard format.

45.2 The Selected Bidder in case of Consortium shall be required to form an appropriate Joint Venture, incorporated under the Indian Companies Act, 1956/2013, with the sole purpose of executing the project interms of this RFP.

46. Signing of Agreement:

46.1 The standard agreement form as per the RFP shall be indicated in the tender document

46.2 Agreement shall be signed within 60 days from the issuance of the LoA between the Authority and the Contractor. In case where the Selected Bidder requires additional time for signing of the agreement, such request should be conveyed to the Authority in writing with reasons for such request for extension of time. The Authority shall grant extension of time for signing of the Agreement if the Authority considers the request made by the selected Bidder/Consortium reasonable.

46.3 In case the Selected Bidder/Consortium fails to perform its obligation with respect to signing of the Contract Agreement with the Authority within the time specified or any extension granted herein after the issuance of LOA, the LOA shall be cancelled, Bid Security/Performance Security, as the case may be, shall be forfeited.

47. Permits & Clearances:

47.1 Permits and clearance shall be obtained as per Applicable Law which includes but is limited to C&D Waste Management Rules 2016, The Environment Protection Act1986, The Air (Prevention and Control) Pollution Act 1981 and Water (Prevention and Control) Pollution

Act 1974 as amended from time to time. amended from time to time and If any statement requirements specified by MOEF, CC, MOHUA, NITIAAYOG, CPCB and KSPCB.

47.2 The projects relating to C&D Waste may require a number of clearances including, but not limited to, the following:

- Prior Environmental Clearance.
- Clearance from the Airport Authority of India (if the Landfill Facility is within 20 kilometers from the airport).
- Clearance from Development Authority.
- Traffic Police Clearance For Vehicular Movement In The City.
- If any statement requirements specified by MOEF&CC, MOHUA, NITIAAYOG, CPCB and KSPCB.

47.3 The Contractor shall be solely responsible for taking various statutory and non-statutory clearances for the Project from all concerned authorities. The Authority may assist the contractor is in the process of procuring the clearances required for the project..

47.4 This being a green initiative, may be entitled to Carbon Credits. The Contractor maybe required to apply for availing the carbon credits, and can avail the same. If credits are generated, they will be shared in 70% (Concessionaire) to 30% (BSWML)

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Project are specified in this RFP. For determining the eligibility of Applicants for their technical qualification hereunder, the following shall apply:

a. The term applicant (the "Applicant") means a single entity or a group of entities (the "Joint Venture"/ "Consortium"), as the case may be, coming together to implement the Project. However, no Applicant applying individually or as a member of a Joint venture/Consortium/LLP, as the case may be, can be a member of another Joint venture/Consortium/LLP. The term Applicant used herein would apply to both a single entity and a Joint venture/Consortium/LLP.

b. An Applicant should either be a company within the meaning of Companies Act, 2013 or duly incorporated under the relevant laws of its country of origin, or a registered partnership firm under Indian Partnership Act, 1932, or a limited liability partnership under Limited Liability Partnership Act, 2008, or a partnership firm registered under the relevant laws of its country of origin, or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Joint Venture/ Consortium. A Joint venture/Consortium/LLP shall be eligible for consideration subject to the conditions set out in this RFP.

2.1.2. Applicants are advised that the selection of Concessionaire shall be on the basis of an evaluation by BSWML through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the BSWML's decisions are without any right of appeal whatsoever.

2.1.3. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The technical proposal shall be submitted in the form at Appendix-I and the financial proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into the Concession Agreement with BSWML in the form at Schedule-I.

2.1.4. Key Personnel

The Applicant shall offer and make available all key personnel meeting the requirements and for discharging the responsibilities specified below (the "Key Personnel").

Key personnel	Responsibilities
[Team leader]	[He will lead, co-ordinate and supervise the multidisciplinary team for implementation of the Project. He shall spend at least [30 (thirty) days per quarter] at the Site(s).]
[Safety expert]	[He will be responsible to ensure compliance of the Project with the safety standards under applicable laws and good industry practice. He shall spend at least [10 (ten) days per month] at the Site(s).]
[Financial analyst]	[He will be responsible for financial analysis and modeling of the proposed Project. He shall spend at least [2 (two) per month] days at the Site(s).]
[Environmental expert]	[He will be responsible for Environmental Impact Assessment of the Project. He shall spend at least [7 (seven) days per month] at the Site(s).]

2.2Conditions of Eligibility of Applicants

2.2.1. Applicants must read carefully the minimum conditions of eligibility (the **"Conditions of Eligibility"**) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

A. **Technical Capacity**: The Applicant shall have, over the past [10 (ten) years] preceding the PDD, undertaken a minimum of [5 (five)] Eligible Assignments as specified in clause 3.1.4.

B. **Financial Capacity:** The Applicant shall have the Financial Capacity as specified in Clause 3.1.5.

C. **Availability of Key Personnel**: The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (D) below. The said Key Personnel will continue to be available during the Concession Period as agreed under the Concession Agreement. In the event of any such Key Personnel leaving the Applicant selected under this RFP during the Concession Period, he/she shall be replaced by a person with equivalent qualification and experience.

The key personnel, their number and responsibilities are subject to modification.

D. **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below.

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
[Team Leader]	[Post-Graduate in any discipline]	[10 years]	[He should have led the Project implementation teams for [2 (two)] Eligible Assignments.]
[Safety Expert]		[7 years]	[He should have led the safety compliance teams or worked as a sole expert for [2 (two)] Eligible Assignments.]
[Financial Analyst]	[Post Graduate in Commerce/ Chartered Accountant or equivalent]	[7 years]	[He should have undertaken financial analysis and modelling for [2 (two)] Eligible Assignments]
[Environmental Expert]	[Masters/ Bachelor in Environmental Science or equivalent]	[7 years]	[He should have led the environmental impact assessment teams or worked as a sole expert for [2 (two)] Eligible Assignments.]

2.2.3. The Applicant shall enclose with its Proposal, certificate(s) from its statutory auditors stating its Financial Capacity. In case the Applicant is a Joint venture/Consortium/LLP, the Proposal must be accompanied with the details of each Member and Associate of the Joint venture/Consortium/LLP whose Financial Capacity is considered for evaluation as provided in Clause 3.1.5. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of chartered accountants that ordinarily audits the annual accounts of the Applicant.

2.2.4. The Applicant should submit a power of attorney as per the format at Form-4 of Appendix-I.

2.2.5. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its associate.

2.2.6. An Applicant or its associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial

authority or a judicial pronouncement or arbitration award against the Applicant or its associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its associate.

2.2.7. While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3. Conflict of Interest

2.3.1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Project (the **"Conflict of Interest"**). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority or the State Government shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority or the State Government for, inter alia, the time, cost and effort of the Authority and the State Government including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority and the State Government hereunder or otherwise.

2.3.2. BSWML require that the Concessionaire provides professional, objective, and impartial advice and at all times hold the BSWML's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Concessionaire shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of BSWML.

2.3.3. Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

a. the Applicant, its Joint venture/Consortium/LLP member (the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire

shareholding held by such controlled intermediary in any other person (the **"Subject Person"**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

b. A constituent of such Applicant is also a constituent of another Applicant; or
c. Such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
d. Such Applicant has the same legal representative for purposes of this Proposal as any other Applicant;
e. or such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Applicant; or
f. there is a conflict among this and other ongoing Projects of the Applicant (including its personnel of the proposed team) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Concessionaire will depend on the circumstances of each case. During the implementation of this Project, the Concessionaire shall not take up any Project that by its nature will result in conflict with the present Project; or
g. the Applicant, its Member or Associate (or any constituent thereof) for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the Applicant, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or subcontractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72)of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract. For the avoidance of doubt, an entity affiliated with the Concessionaire shall include a partner in the Concessionaire's firm or a person who holds more than 5% (five

percent) of the subscribed and paid-up share capital of the Concessionaire, as the case may be, and any Associate thereof.

2.4. Number of Proposals

No Applicant or its Associate shall submit more than one Proposal for the Project. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any Joint venture/Consortium/LLP, as the case may be.

2.5. Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Site(s) etc. BSWML will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6. Site(s) visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Site(s) and ascertaining for themselves the Site(s) conditions, traffic, location, surroundings, climate, access to the Site(s), availability of drawings and other data with BSWML, Applicable Laws and regulations or any other matter considered relevant by them. [Visits shall be organized for the benefit of prospective Applicants on dates, time and venues as specified in Clause 1.9.]

2.7. Acknowledgement by Applicant

2.7.1. It shall be deemed that by submitting the Proposal, the Applicant has:

(a) Made a complete and careful examination of the RFP
(b) Received all relevant information requested from BSWML;
(c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of BSWML or relating to any of the matters referred to in Clause 2.6 above;
(d) Satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder
(e) Acknowledged that it does not have a Conflict of Interest; and
(f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2. The State Government or the Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by The State Government or the Authority.

2.8. Right to reject any or all Proposals

2.8.1. Notwithstanding anything contained in this RFP, BSWML reserve the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2. Without prejudice to the generality of Clause 2.8.1, BSWML reserve the right to reject any Proposal if:

(a) At any time, a material misrepresentation is made or discovered, or

(b) The Applicant does not provide, within the time specified by BSWML, the supplemental information sought by BSWML for evaluation of the Proposal.

(c) Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is a Joint venture/Consortium/LLP, then the entire Joint venture/Consortium/LLP may be disqualified/rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then BSWML reserve the right to consider the next best Applicant, or take any other measure as maybe deemed fit in the discretion of BSWML, including annulment of the Selection Process.

(d) The draft concession agreement (Vol-II) is provided by the authority as a part of the bid/tender documents shall be deemed to be part of this RFP.

i. The Draft Concession Agreement sets forth the detailed terms and conditions for grant of the Concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession") enclosed as Volume II of this document.
ii. The bidding documents includes this Request for Proposal (Volume 1), and the Draft Concession Agreement (Volume II), the Project Information Memorandum. Subject to the provisions of Clause 2.8 herein this section, the aforesaid documents and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
iii. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidder/Applicants about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner to the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or to the Authority or Authority's rights to amend, alter, change, supplement or clarify the scope of work, the concession is to be awarded pursuant to this RFP or to the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including in this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

B. DOCUMENTS

2.9. Contents of the RFP

2.9.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

1	Introduction
2	Instructions to Applicants
3	Criteria for Evaluation
4	Fraud and Corrupt Practices
5	Pre-Proposal Conference
6	Miscellaneous
A	**Appendices**
	Appendix-I: Technical Proposal
1	Form-1: Letter of Proposal
2	Form-2: Particulars of the Applicant
3	Form-3: Statement of Legal Capacity
4	Form-4A: power of attorney for the singing of proposal Form-4B: power of attorney for lead member of Joint venture/Consortium/LLP
5	Form-5: Financial Capacity of the Applicant
6	Form-6: Particulars of Key Personnel
7	Form-7: Proposed Methodology, Technology, and Work Plan
8	Form-8: Proforma of Bank Guarantee for Bid Security
9	Form-9: Format for Joint Bidding Agreement
10	Form-10: Abstract of Eligible Assignments of the Applicant
11	Form-11: Abstract of Eligible Assignments of Key Personnel
12	Form-12: Eligible Assignments of the Applicant
13	Form-13: Eligible Assignments of Key Personnel
14	Form-14: Curriculum Vitae (CV) of Key Personnel and Professional Personnel
15	Form-15: Deployment of Personnel
16	Form-16 survey and field investigations
17	Form-17: Format of Self-Attested Certificate regarding Associate
18	Form-18: Format of Information on Litigation
	Appendix–II: Financial Proposal
1	Form 1: Covering Letter
2	Form 2: Format for Bid Price Sheet
3	Form 3: Letter of Declaration
4	Form 4: Declaration Format

2.10. Submission of queries by the Applicants

2.10.1. Applicants requiring any clarification on the RFP may send their queries to the BSWML in writing via e-mail before the date mentioned in the Schedule of Selection Process at Clause

1.8, under the e-mail subject:

"Queries concerning RFP for Collection and Transportation of 1750TPD of Construction and Demolition (C&D) Waste at Kannur and Chikkajala Bengaluru.

The BSWML shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by e-mail. BSWML will post the reply to all such queries on the Official Website of the Authority as provided in Clause 1.11.2 and copies thereof will also be circulated to all Applicants who have sent the queries to the RFP document without identifying the source of queries.

2.10.2. For the purposes of determining the cut-off time for submission of queries and Proposals, the central server time displayed on the clock on the Karnataka Public Procurement Portal will be followed by the Applicants, the BSWML.

2.10.3. The BSWML reserve the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the BSWML to respond to any question or to provide any clarification.

2.11. Amendment of RFP

2.11.1. At any time prior to the deadline for submission of Proposal, the BSWML may, for any reason, whether at their own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website of the Authority and by conveying the same to the prospective Applicants (who have sent queries in respect of the RFP document) by e-mail.

2.11.2. The amendments will also be posted on the Official Website of the Authority along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the BSWML may, at their discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12. Language

The Proposal with all accompanying documents (the **"Documents"**) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13. Format and Signing of Proposal

2.13.1. The Applicant shall provide all the information sought under this RFP. BSWML would evaluate only those Proposals that are received in the specified forms and complete in all

respects.

2.13.2. The Proposal shall be typed and all supporting documents (submitted online or in hard copy) shall be signed by the authorized representative (the "Authorized Representative") of the Applicant who shall initial each page, in blue ink. For the purposes of this RFP, the Authorized Representative shall be:

a. a partner, in case of a partnership firm and/or a limited liability partnership; or
b. a duly authorized person holding the Power of Attorney, in case of a limited company or a corporation; or
c. the authorized representative of the Joint venture/Consortium/LLP.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall be annexed to the Proposal

2.13.3. Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by BSWML, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, BSWML reserve the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.14. Technical Proposal

The technical proposal shall set out the following components

- **Methodology Statement:**

  The Bidder shall provide a methodology statement, which broadly sets out the approach to the Project. The methodology statement shall include the Bidder's appreciation of the Project, the sequencing of activities to be performed, the facilities to be provided, design standards and basis for calculations of the Processing and Landfilling activities, etc. The methodology statement should address aspects relating to all the activities of Processing and Landfilling activities including receipt, weighment, and Processing of C&D Waste and landfilling process (liner system, method of filling and covering of Landfill Waste).

  The methodology statement should clearly demonstrate the compliance of the approach to be adopted by the Bidder for the implementation of the Project to the minimum specifications set out in the Draft Concession Agreement.

- **Process Flow Chart and Material Balance Statement:**

  The Bidder shall provide a process flow chart and a material balance statement setting out the activities and the outputs at each stage. The components, which shall be addressed, include Processing and Landfilling of C&D Waste.

- **Resource Utilization Statement:**

  A statement indicating the procurement, deployment and utilization of the resources shall be provided. The statement shall include proposed organizational structure, employee deployment, equipment procurement and utilization, contracting activities, and utilisation of office and other facilities.

- **Area Allocation Statement:**

  The Bidder shall set out the area utilization plan for the Project Facilities including the Processing Facility, Landfill Facility, other facilities, common areas etc.

- **Operations & Maintenance Scheme:**

  The Bidder shall separately set out the operations and maintenance scheme for Processing of C&D Waste and Landfilling of inert indicating the operational practices during the Active Operations Period and Post Closure Period. The maintenance (regular and emergency) schedules and mechanism should also be indicated over the Concession Period.

- **Project Schedule:**

  The Bidder shall indicate an activity schedule over the Concession Period including the Construction Activities, O&M Activities, Landfilling, and laying of the final cover.

- **Environment, Health & Safety Policy and Practice:**

  The Bidder shall indicate the environment, health and safety policy and practices, which are proposed to be adopted during the Concession Period. The aspects relating to employee and worker safety, control mechanisms of litter, pest, odour, fire, surface runoffs etc needs to be elaborated.

- **Technical Specifications and Documentation including Layout Plan Drawings, General Arrangement:**

  Drawings, Mechanical Drawings, Cross-Sections of the Landfill Site etc. The Bidder shall provide the documents and the specifications set out, which are proposed to be adopted during the Construction period and the Concession Period.
  The Bidder has to submit the suitable technical information sought to vide Appendix - I

2.14.1. Applicants shall submit the technical proposal in the formats at Appendix-I (the **"Technical Proposal"**).

2.14.2. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

a. The Bid Security is provided;
b. All forms are submitted in the prescribed formats and signed by the prescribed signatories;

c. Power of Attorney, if applicable, is executed as per Applicable Laws;
d. CVs of all Professional Personnel have been included
e. Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
f. No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
g. The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Unsigned / countersigned CVs shall be rejected;
h. The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
i. Professional Personnel proposed have a good working knowledge of English language;
j. Key Personnel would be available for the entire Concession Period;
k. No Key Personnel should have attained the age of 75 (seventy-five) years at the time of submitting the proposal; and
l. The proposal is responsive in terms of Clause 2.22.3.

2.14.3. Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4. If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Concession Agreement, he shall be liable to be debarred for any future assignment of BSWML for a period of 5 (five) years. The award of the Project to the Applicant may also be liable to cancellation in such an event.

2.14.5. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.6. The proposed team shall be composed of experts and specialists (the **"Professional Personnel"**) in their respective areas of expertise and managerial/support staff (the **"Support Personnel"**) such that the Concessionaire should be able to complete the Project within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Project. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.

2.14.7. BSWML reserve the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by BSWML to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of BSWML thereunder

2.14.8. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forth with if not yet appointed as the Concessionaire either by issue of the Letter of Award or entering into of the Concession Agreement, and if

the Selected Bidder has already been issued the Letter of Award or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by BSWML without BSWML being liable in any manner whatsoever to the Applicant or Concessionaire, as the case may be.

In such an event, BSWML shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the State Government and/or the Authority for, inter alia, time, cost and effort of BSWML, without prejudice to any other right or remedy that may be available to BSWML.

2.15. Financial Proposal

The financial bid and its rates to be considered to take up the comprehensive scope mentioned in RFP vide Clause No. 2.1, DCA vide Article-2 and PIM vide Chapter-4 need to be taken up and to complete the entire scope as per the schedules the rate per ton is payable. The bidder is required to provide the minimum required infrastructure as specified and hours of operation has been specified in RFP Clause 2.1 under 37.2.

The applicant shall require to submit the financial information of the applicant as per the appendix-II

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating the details of the cost of the Project in both figures and words, in Indian Rupees, and signed by the Applicants Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail

a. The Financial Proposal submitted by the Applicant shall comprise the Financial Proposal provided in Appendix – II of this RFP.
b. The Applicants shall quote in the Bid Price Sheet, for the Project, the: (a) capital cost (including all Taxes); (b) O&M Charges for the first month after COD (including all Taxes); (c) Guaranteed Energy Consumption for the O&M Period; and (d) land requirement. Based on these components quoted by an Applicant, the Bid Price will be calculated by the system using the formula set out in the Bid Price Sheet.
c. The Applicant shall quote only one figure for any of the components of the Bid Price after all discounts the Applicant wishes to offer on any or all of the components of the Bid Price.
d. If the Applicant: (a) quotes more than one figure for any of the components of the Bid Price; (b) offers a discount on any or all of the components of the Bid Price; then the Financial Proposal of such Applicant will be deemed to be non-responsive.

2.15.2. While submitting the Financial Proposal, the Applicant shall ensure the following:

a. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office, etc.), accommodation, airfare, equipment, printing of documents, surveys, geo-technical investigations, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any

assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.

b. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

c. costs (including breakdown of costs) shall be expressed in INR.

In case the annual accounts for the last financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect, certified by the Statutory Auditor/ Chartered Accountant. In such a case, the Applicant shall provide the audited annual reports for the financial year preceding the latest financial year for which the audited annual report is not being provided.

2.15.3 Applicants may like to ascertain availability of excise/custom duty exemption benefits available in India to the contracts financed under loans/credits obtained under external assistance. They are solely responsible for obtaining such benefits which they have considered in their Proposal and in case of failure to receive such benefits for reasons whatsoever, BSWML will not compensate the Applicant. The Applicant shall furnish along with his Proposal a declaration to this effect in the Declaration Format provided in Form-4 of Appendix-II of this RFP.

2.15.4 Where the Applicant has quoted taking into account such benefits, it must give all information required for issue of certificates in terms of the Government of India Central Excise Notification and Customs Notification as stipulated in Form-4 of Appendix-II of this RFP. In case the Applicant has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the goods/equipment for which certificate is required is Nil.

2.15.5. To the extent BSWML determine the quantities indicated therein are reasonable keeping in view the proposed methodology and work plan, the certificates will be issued, and no subsequent changes will be permitted. The certificate will be issued within [60 (sixty)] days of signing of the Concession Agreement for material, equipment and machinery

2.15.6. If the Applicant has considered the customs/excise duty exemption for materials/construction equipment to be bought for the work, the Applicant shall confirm and certify that BSWML will not be required to undertake any responsibilities of the Schemes of Government of India or the said exemptions being available during the contract execution, except issuing the required certificate

2.15.7. The Proposals which do not conform to the above provisions or any condition by the Applicant which makes the Proposal subject to availability of customs duty/Tax exemption for materials/construction equipment or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and rejected.

2.15.8. Any delay in procurement of the construction equipment /machinery/goods as a result of the above shall not be entertained as a reason for granting any extension of time.

FORMAT FOR CALCULATION OF DIFFERENCE IN PENALTY

Assured Waste Quantity (TPD) (A)	Inert Material to be landfilled (% of Assured Waste Quantity) (B	Proposed Tipping Fee (Rs. per MT of Landfill Waste) (To be provided in Words and Rupees) (C)	Tipping Fee Outflow, payable by BSWML to the Bidder, for the first year of operation (D) = A x 365[1] x B x C
1000[2]			

[1]Assumed only for calculation of the outflow from BSWML to the developer on an annual basis.

Note:

1) Inert Material to be landfilled shall be the percentage of percentage of input Waste Quantity supplied to process unit, proposed to be landfilled, as set out in the Technical Proposal.
2) Proposed Tipping Fee towards collection & transportation would be the fee, in the first year towards C&T plus per ton of Landfill Waste (in the manner as set out in detail in the Concession Agreement), paid to the Bidder by BSWML.
3) In case of a discrepancy between the Proposed Tipping Fee expressed in figures vis-à-vis the proposed Tipping Fee expressed in words, the latter shall govern.
4) Tipping Fee Outflow, the total Tipping Fee payable by BSWML to the Bidder in the first year of operation, would be calculated as the product of Assured Waste Quantity 365 day of operation % of inerts and Proposed Tipping Fee.

2.16. Submission of Proposal

2.16.1. E-Tendering Process

a) The Selection Process will be conducted by way of e-tendering. In order to participate in the Selection Process, an Applicant must procure a digital signature certificate (class II or III) and register on the Karnataka Public Procurement Portal using its digital signature. A digital signature certificate may be procured from a registered certifying authority as stipulated by Controller of Certifying Authorities, Government of India.
b) In case of a Consortium, the Applicant must register with the Karnataka Public Procurement Portal in the name of the Authorized Representative as provided in Clause 2.13.2, using the digital signature certificate issued in the name of the authorized signatory of the Authorized Representative.
c) The Applicants are encouraged to visit the KPP Portal to acquaint themselves with the process of submitting their Proposals online.
d) The Applicants shall upload the soft copy/scanned copy of the completed Proposal on or before the specified time on the Proposal Due Date on the Karnataka Public Procurement Portal. Proposals submitted by any other means including by post, fax, telex, telegram or e-mail shall not be entertained.
e) Proposal shall contain an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the RFP. In case the

Proposal is submitted on the document downloaded from the Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by BSWML and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by BSWML, the latter shall prevail. In case of any discrepancy between the RFP documents uploaded on the Karnataka Public Procurement Portal and the Official Website of the Authority, the former shall prevail.

f) While uploading the Proposal on the Karnataka Public Procurement Portal, the Applicant must ensure that files containing the Proposal and scanned copies of the Bid Security are uploaded separately under the relevant heads in a PDF format. The Applicant shall be required to fill all mandatory forms and fields indicated in the Karnataka Public Procurement Portal at the time of uploading its Proposal.

g) Upon submitting the Technical Proposals and the Financial Proposals on the Karnataka Public Procurement Portal, the Applicants must affix their digital signature to the Technical Proposal and the Financial Proposal.

h) The Applicants should ensure the legibility of the documents uploaded to the Karnataka Public Procurement Portal.

i) The Applicant shall upload the Proposal sufficiently before the specified time on the Proposal Due Date to avoid any technical issues or malfunction in the network caused by heavy traffic of Applicants on the Proposal Due Date. BSWML will not be responsible for any failure, malfunction or breakdown of the electronic system of the Karnataka Public Procurement Portal during the uploading process.

j) The Applicant should check the system-generated summary of its proposal submission to confirm successful uploading of its Proposal.

k) All Proposals uploaded to the Karnataka Public Procurement Portal will be encrypted and the encrypted Proposals can only be opened by the authorized representatives of BSWML at or after the specified time for opening of the Proposals.

l) Each Applicant shall also submit a hard copy of the original Bid Security, Power of Attorney, Joint Bidding Agreement, Sub-contractor Undertaking (if applicable) to the Authority, before the Proposal Due Date.

m) It is clarified that the Applicant will not be required to submit a hard copy of its Financial Proposal, and if a hard copy of the Financial Proposal is submitted, then the Proposal submitted by such Applicant shall be rejected as being non-responsive.

n) The Applicant will contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the Applicant/Lead Member. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Applicant/Lead Member.

o) The hard copy of the Bid Security, Power of Attorney, Joint Bidding Agreement, Subcontractor Undertaking (if applicable), etc. will be duly sealed in an envelope, which will be super-scribed as:

Appointment of concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% concessionaire investment for the collection, Primary transportation, secondary transportation to Existing processing plants of 1750 TPD

p) The sealed envelope containing the Bid Security, Power of Attorney, Joint Bidding Agreement, etc, will clearly indicate the name, address and contact details of the applicant. If the envelope is not sealed, marked and submitted as instructed in clause 2.16.1, The state Government or the

authority assumes no responsibility for the misplacement or premature opening of the contents of the envelope and consequently losses, if any, suffered by the applicant

q) The Hard copy of the Bid security, Power of Attorney, Joint Bidding Agreement, etc., will either be hand delivered or sent by registered post acknowledgement due or courier to the address provided in clause 1.11.

r) The BSWML will not be responsible for any delays, loss or non-receipt of proposals.

2.16.2. The Technical Proposal shall contain:

a. Application in the prescribed format provided in Appendix-I and supporting Documents;

b. Bid Security as specified in Clause 2.20.1;

c. Incorporation certificate of the company/proof of company registration document/memorandum of association;

d. Copy of Agreement and letter of award/work order of the client for which technical capacity is claimed;

e. Certificate(s) (completion or currently operating, as the case may be) from its concerned client(s) in support of "the Technical Capacity" clearly stating the capacity of project (or quantity processed till date in case of currently running project) including performance of the Applicant for the work completed during the contract period of the project in respect of the projects whose experience is claimed:
   (i) Performance certificate should be issued from the concerned client(s) (certificate issued by the commissioner or equivalent officer) shall only be considered; and
   (ii) In case a particular work/contract has been jointly executed by the Applicant (as part of a Joint venture/Consortium/LLP), it should further support its claim for the share in work done for that particular work/contract

2.16.3. The Financial Proposal shall contain the financial proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II). It shall be supplemented with:

(a) Certificate(s) specifying the net worth of the Applicant at the close of the preceding financial year from the PDD and specifying the methodology adopted for calculating such net worth.
(b) Copy of the latest GST Return filed/ Copy of PAN Card. Not applicable for foreign Applicant.
(c) GSTIN number; not applicable for foreign Applicant.

For the purposes of this RFP, „Net Worth" shall mean:

a. **In case of a company**: the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and
b. **In case of any other entity/body corporate:** the aggregate value of the paid-up capital and reserves of such entity, after deducting the aggregate value of the intangible assets.

2.16.4. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts, etc., will be entertained

2.16.5. The rates quoted shall be firm throughout the period of performance of the Project up to discharge of all obligations of the Concessionaire under the Concession Agreement.

2.16.6. Copy of Technical Proposal including original Bid Security, Power of Attorney, Joint Bidding Agreement and other documents that cannot be submitted online, should be put in separate sealed envelopes and the sealed envelopes together with the documents listed in Technical Proposal shall be sealed in another cover and delivered to the address provided in Clause 1.11 before the date and time provided in Clauses 1.8 and 2.17.

2.16.7 Additional information for submission of Proposal by Joint venture/Consortium/LLP:

(a) There is no ceiling on the number of members of Joint Venture/ Consortium;

(b) Proposal should contain the information required for each Member of the Joint venture/Consortium/LLP

i. "Members of the Joint Venture/ Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have [majority or 51%] equity stake/voting rights in the Joint Venture/ Consortium. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Form-IV of Appendix-I, signed by all the other members of the Joint venture/Consortium/LLP. The Members of the Joint venture/Consortium/LLP shall cumulatively/ collectively fulfil all the Conditions of Eligibility;

ii. In the event, the Joint venture/Consortium/LLP has been declared as the Selected Bidder and issued Letter of Award, all Members of the Joint venture/Consortium/LLP shall sign the Concession Agreement with BSWML. In this regard, it is clarified that all the Members of the Joint Venture/ Consortium shall be jointly and severally liable towards BSWML to execute the Project during the Concession Period and irrespective of the failure of any particular Member of the Joint venture/Consortium/LLP, BSWML shall be entitled to call upon the Lead Member or other Member(s) of the Joint venture/Consortium/LLP to discharge the obligations of the Joint venture/Consortium/LLP;

iii. The Proposal should include a brief description of the roles and responsibilities of each Member of the Joint venture/Consortium/LLP, particularly with reference to financial and technical obligations under the Concession Agreement; and

iv. Members of the Joint venture/Consortium/LLP shall enter into a binding Joint Bidding Agreement (the "Joint Bidding Agreement") for the purpose of submitting the Proposal. The Joint Bidding Agreement shall (as provided in Form - 9 of Appendix-I), inter alia:

a. In case the Joint venture/Consortium/LLP is declared as the Selected Bidder, ensure that its shareholding/ownership equity commitments are clearly set out, and state that the Joint venture/Consortium/LLP shall act through the Lead Member in accordance with this RFP, and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement;

b. Clearly outline the proposed roles and responsibilities of each Member at each stage;

(c) Commit the minimum equity shares to be held by each Member in the special purpose vehicle; and include a statement to the effect that all Members of the Joint venture/Consortium/LLP shall during the Concession Period, subject to the provisions of the Concession Agreement, be liable jointly and severally for all obligations of the Concessionaire in relation to the Project.

(d) Except as provided under the bidding documents including the RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of BSWML.

(e) Joint Bidding Agreement should be submitted along with the Proposal. The Joint Bidding Agreement entered into between the members of the Joint venture/Consortium/LLP should be specific to the Project and should fulfil the above requirements, failing which the Proposal shall be considered non-responsive.

(f) No change in the composition of the Joint venture/Consortium/LLP will allowed subsequent to the submission of the Proposal during the Selection Process.

(g) By submitting the Proposal, the Applicant shall be deemed to have acknowledged and agreed that in the event of a change in control or management of a Member or an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of technical qualification under and in accordance with the RFP which adversely impacts the Project, the Applicant shall inform BSWML forthwith along with all relevant particulars about the same and BSWML may, at their discretion, disqualify the Applicant or withdraw the Letter of Award from the Selected Bidder, as the case may be. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, BSWML shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to BSWML for, inter alia, time, cost and effort of BSWML, without prejudice to any other right or remedy that may be available to BSWML hereunder or otherwise.

2.17. Proposal Due Date

2.17.1. Proposal should be uploaded on the Collection and Transportation of 1750TPD of Construction and Demolition (C&D) Waste at Kannur and Chikkajala Bengaluru Karnataka Public Procurement Portal on or before 16.00 hrs on the Proposal Due Date specified in Clause 1.8 through "online bidder enrolment" on the said portal, and submission against the RFP titled Collection and Transportation of 1750TPD of Construction and Demolition (C&D) Waste at Kannur and Chikkajala Bengaluru and in the manner and form as detailed in this RFP.

2.17.2. For the purposes of determining the cut-off time for submission of Proposals, the central server time displayed on the clock on the Karnataka Public Procurement Portal will be followed by the Applicants, BSWML.

2.17.3. BSWML may, at their discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the BSWML after the specified time on Proposal Due Dates shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/substitution/withdrawal of Proposals

2.19.1 There shall be no alterations, omissions, additions, or any other amendments made to

the Proposal once submitted, except to the extent provided in Clause 2.11.

2.19.2 Any alteration/modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the BSWML, shall be disregarded.

2.20 Bid Security

2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of approximate value amounting to 0.5% of the Estimated cost i.e., Rs. 0.2741Cr. Rs, 1.00 Lakhs through e-payment in KPPP through one of the following methods on Online/RTGS/ NEFT/ OTC and the balance amount through the way of bank guarantee /FDR issued by Nationalized / Scheduled bank. The Bank Guarantee (BG), as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Bidder's Bid Security shall be returned, upon the Applicant signing the Concession Agreement in accordance with the provisions thereof.

The BG may be extended as may be mutually agreed between the Authority and the Bidder/Applicant from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

2.20.2 Any Proposal not accompanied by the Bid Security shall be rejected by the BSWML as non-responsive.

2.20.3 The state government or the authority shall not Believable to pay any interest on the Bid Security And the same shall be interest-free.

2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the BSWML any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the BSWML as the mutually agreed pre-estimated compensation and damage payable to BSWML for, *inter alia*, the time, cost and effort of the BSWML in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

(a) If an Applicant submits an on-responsive Proposal;

(b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;

(c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;

(d) In the case of the Selected Bidder, if the Applicant fails to confirm its commitments

during negotiations, as required vide Clause 2.25.1;

(e) In the case of a Selected Bidder, If the Applicant fails to sign the Concession Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or

(f) If the Applicant is found to have a Conflict of Interest, as specified in Clause 2.3.

(g) The Bid Security shall be forfeited and appropriated by the Authority as compensation and damages payable to the Authority for inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

- If a Bidder/Applicant withdraws its bid during the period of Bid validity as specified in this RFP and as extended by the Bidder/Applicant from time to time;
- In case the Selected Bidder/Applicant, having signed the Concession Agreement, commits any breach prior to furnishing the Performance Security.
- In the case of the Selected Bidder/Applicant, if it fails within the specified time limit.
- To sign and return the duplicate copy of LoA as token of acknowledgement,
- To sign the Concession Agreement and/or
- To furnish the Performance Security within the period prescribed thereof in the LoA /Concession Agreement.

2.21 Performance Security, ESHS Performance Security and O&M Security

2.21.1 The Applicant, by submitting its Application, pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the State Government's or the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security, ESHS Performance Security or O&M Security shall be forfeited and appropriated by the BSWML as the mutually agreed pre-estimated compensation and damages payable to the BSWML for, *inter alia*, the time, cost and effort of the BSWML in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

1. If an Applicant engages in any of the Prohibited Practices as specified in Clause 4.1of this RFP;

2. If the Applicant is found to have a conflict of interest, as specified in Clause 2.3; and

3. If the selected bidder commits a breach of the Concession Agreement.

2.21.2 An amount as specified in Article 9 of the Concession Agreement shall be deemed to be the Performance Security, ESHS Performance Security and O&M Security for the purposes of this clause 2.21, which may be forfeited and appropriated in accordance with the provisions of the Concession Agreement.

Accumulated deduction will be effective from the end of each year. if deficiency to adjust such deduction the same shall be recovered from the Performance Security, ESHS Performance Security and O&M Security

D. EVALUATION PROCESS

The selection of the bidder would be based a single-stage two envelope selection process (hereinafter referred to as the "selection process") for evaluating the proposals comprising the Technical Proposal and Financial Proposal to be submitted in two separate sealed folders / envelopes through e tendering. A Tender Evaluation Committee (TEC) duly appointed by the authority shall evaluate the tender and select the concessionaire.

a) In the First Stage, the Tender Evaluation Committee shall evaluate the Technical Proposal (s) of the bidder based as per the Evaluation Criteria set out in Section 6 of this RFP and prepare a list of short-listed bidders.

b) Only those bidders who are short-listed in the First Stage shall be considered for opening of their financial bids.

c) The date and time of opening of the financial bids shall be communicated to the shortlisted bidders.

d) The Financial Evaluation of Bid is as per KPPP rules.

1. The financial bids of the packages shall be opened independently for each package after the technical evaluation and score of the bidders are determined.
2. The quoted rate for each individual package shall be ascertained independently and accordingly awarded the contracts of packages.
3. Evaluation of Financial Parts
4. Correction of Arithmetical Errors
    i. The e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures, and therefore there is no scope of discrepancy and need for arithmetic correction. However, there would be a manual recalculation and in the case of discrepancy between system generated and manual prices, the manually calculated prices shall prevail.
    ii. Any bid which is found to have tampered or modified the electronic logic of the e-procurement system for calculating the total amount from unit rates and quantities, and/ or in populating the amount in words from the amount in figures, is liable to be rejected and the case shall be dealt against the bidder under the Integrity Pact and conditions of the Bidding Documents including those regarding fraud etc.
5. Preference

   Unless otherwise specified in the RFP, any preference shall not apply.
6. Abnormally Low Bids

   i. An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns with the Employer as to the capability of the Ridder to perform the Contract for the offered Bid Price

   ii. In the event of identification of a potentially Abnormally Low Bid, the Employer, unless otherwise specified in RFP, may seek written clarification from the Bidder, including a

detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

iii. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Employer shall reject the Bid.

7. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, if applicable as per RFP and submitted, shall be promptly returned to the Bidders

2.22 Evaluation of Proposals

2.22.1 The BSWML shall open the Proposals at Time and Date on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The Technical Proposals shall be opened first.

2.22.2 Prior to evaluation of Proposals, the BSWML will determine whether each Proposal is responsive to the requirements of the RFP. The BSWML may, at their discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

i. Technical Proposal **is** received in the form specified in Appendix -I;

ii. it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;

iii. It is accompanied by the Bid Security as specified in Clause 2.20.1.

iv. It is signed by the Authorized Representative of the Applicant as stipulated in Clauses 2.13;

v. It is accompanied by the Power of Attorney as specified in Clause 2.2.4;

vi. It contains all the information (complete in all respects) as requested in the RFP;

vii. it does not contain any condition or qualification; and

viii. it is not non-responsive in terms hereof.

2.22.3 The BSWML reserve the right to reject any Proposal which is non- responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the BSWML in respect of such Proposals.

2.22.4 The BSWML shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.22.5 After the technical evaluation, the BSWML shall prepare a list of Pre-qualified and shortlisted applicants in terms of Clause 3.2 for opening of their financial proposals. A date, time and venue will be notified to all Applicants for announcing the result of the evaluation and opening of financial Proposals. Before opening of the financial proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Scores will be read out. The opening of financial proposals shall be done in presence of respective representatives of Applicants who choose to be present. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.22.6 Any information contained in the Proposal shall not in any way be construed as binding on the BSWML, their agents, successors or assigns, but shall be binding against the applicant if the project is subsequently awarded to it.

2.23. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the BSWML in relation to matters arising out of, or concerning the Selection Process. The BSWML shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The BSWML may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the BSWML or as may be required by law or in connection with any legal process.

2.24. Clarifications sought by the state government or the authority

2.24.1 To facilitate evaluation of Proposals, the BSWML may, at their discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the BSWML for this purpose. Any request for

clarification(s) and all clarification(s) in response thereto shall be in writing.

2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the BSWML may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding and Applicant shall then be barred from subsequently questioning such interpretation of the BSWML.

E. APPOINTMENTOFCONCESSIONAIRE

2.25 Negotiations

2.25.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally, not be for reducing the price of the proposal, but will be for re-confirming the obligations of the Applicant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, proposed methodology, technology and work plan shall be discussed during negotiations. A Key Personnel who did not score [60% (sixty per cent)] marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the BSWML. In case the Selected Bidder fails to reconfirm its commitment, the BSWML reserve the right to designate the next ranked Applicant as the Selected Bidder and invite it for negotiations.

2.25.2 The BSWML will examine the CVs of all other Professional Personne land those not found suitable shall be replaced by the Applicant to the satisfaction of the BSWML.

2.26 Substitution of Key Personnel

2.26.1 The BSWML will not normally consider any request of the Selected Bidder for substitution of Key Personnel: As the ranking of the Applicant is based on the evaluation of Key Personnel, any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, Subject to equally or better qualified and experienced personnel being provided to the satisfaction of the BSWML.

2.26.2 The BSWML expect all the Key Personnel to be available During implementation of the Agreement, the BSWML will not consider substitution of Key Personnel except for reasons of incapacity or due to health. Such substitutions shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the BSWML. As a condition to such substitution, a sum equal to 20% (twenty percent) of the remuneration specified for the original Key

Personnel shall be deducted from the payments due to the Applicant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty percent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

2.26.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.27 Indemnity

The Applicant shall, subject to the provisions of the Agreement, indemnify BSWML for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.28 Award of Project

2.28.1 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the BSWML to the Selected Bidder.

(h) declaring it as the Selected Bidder;

(i) accepting its Technical and Financial Proposal;

(j) requesting it to sign and return, as acknowledgement, a copy of the LOA within 7 (seven) days of receipt of the LOA;

(k) requesting it to submit the Performance Securities and O&M Security in accordance with Clause 2.21; and

requesting it to incorporate the Special Purpose Vehicle, which will act as the Concessionaire.

2.28.2 If the Selected Bidder fails to return a duly signed copy of the LOA to the BSWML within 7 (seven) days of receipt of the LOA, then the BSWML may, unless they consent to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA, and forfeit the Bid Security. If the BSWML elects to disqualify such Selected Bidder and revoke the LOA, then the procedure set out in Clause 2.29.6 shall follow.

1. 2.28.3 After notification of an award in accordance with Clause 2.28.1, the BSWML may also notify all other Applicants of the results of the Selection Process, The BSWML shall publish on the Official Website of the Authority and the Karnataka Public Procurement Portal, results of the Selection Process and the following information:

(i) Name of each applicant who submitted a proposal;

(ii) results of evaluation of Technical Proposals;

(iii) names of Applicants whose Technical Proposals were rejected and the reasons for their rejection;

(iv) Bid Prices as Read Out at Opening of Financial Proposals;

(v) Names and evaluated bid prices of each financial proposal that was evaluated;

(vi) Names of applicants whose financial proposals were rejected and the reasons for their rejection; and

(vii) name of the selected bidder, the bid price it offered, and a summary scope of the contract awarded.

The Authority shall promptly respond in writing to any unsuccessful applicant who, after notification of award in accordance with Clause 2.28, requests in writing the grounds on which its Proposal was not selected.

2.29 Execution of the Concession Agreement

2.29.1 After acknowledgement of the LOA as aforesaid by the Selected Bidder the Special Purpose Vehicle incorporated by the Selected Bidder shall execute the Concession Agreement within the period prescribed in clause 1.8.

2.29.2 If the Special Purpose Vehicle fails to execute the Concession Agreement on or before the date specified in Clause 1.8, the BSWML may, unless they consent to an extension, without prejudice to any of their rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA and forfeit the Bid Security. If BSWML elects to disqualify such Selected Bidder and revoke the LOA. Then, the procedure set out in Clause 2.29.6 shall follow.

2.29.3 The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement except for the amendments to reflect facts or correct minor errors.

2.29.4 If the Selected Bidder seeks to materially negotiate or seeks any material deviations from the final execution draft of the Concession Agreement, the BSWML may elect to disqualify the Selected Bidder and revoke the LOA issued to the Selected Bidder. If the BSWML elects to disqualify such Selected Bidder and revoke the LOA, then the procedure set out in Clause 2.29.6 shall follow.

2.29.5 If the BSWML elect to disqualify such Selected Bidder and revoke the LOA, the BSWML will not be liable in any manner whatsoever to the Selected Bidder. Additionally, the BSWML will have the right to forfeit and appropriate the Bid Security or, as the case may be, appropriate an equivalent amount from the Performance Security

if the Concession Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by the BSWML for, amongst others, the State Government's and the Authority's time, cost and efforts in conducting the Selection Process. Such forfeiture will be without prejudice to any other right or remedy that the BSWL may have, under the RFP, the Concession Agreement, or Applicable Laws.

2.29.6 If the BSWML elect to disqualify such Selected Bidder and revoke the LOA the BSWML reserve the right to:

a. Select the next highest-ranking applicant as the Selected Bidder for the Project.; or

b. Take any such measure as may be deemed fit in the discretion of BSWML, including inviting fresh Financial Proposals from the technically qualified Applicants or annulling the entire Selection Process.

2.30 Commencement of Project

The Applicant shall commence the implementation of the Project at the Site(s) within [7 (seven)] days of the execution date of the Concession Agreement, or such other date as may be mutually agreed. If the Applicant fails to either sign the Concession Agreement as specified in Clause 2.29 or commence the Project as specified herein, the BSWML may invite the second-ranked Applicant for negotiations. In such an event, the Bid Security of the first-ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.31 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the BSWML or submitted by an Applicant to the BSWML shall remain or become the property of the BSWML. Applicants and the Applicant, as the case may be, are to treat all information as strictly confidential. The BSWML will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Applicant to the BSWML in relation to the Project shall be the property of the BSWML.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposal:

3.1.1. In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of scope of work and scope of services as set out in the Concession Agreement, proposed methodology, technology and work plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of [75 (seventy five) marks] or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

3.1.2. Each Key Personnel must score a minimum of [60% (sixty per cent)] marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than [60% (sixty per cent)] marks or any two of the remaining Key Personnel score less than [60% (sixty per cent)] marks. In case the Selected Bidder has one Key Personnel, other than the Team Leader, who scores less than [60% (sixty per cent)] marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the State Government and the Authority, would score [60% (sixty per cent)] or above.

3.1.3. The scoring criteria to be used for evaluation shall be as follows:

	Parameter	**Maximum Marks**	**Criteria**
1.	**[Relevant Experience of the Applicant]**	**[40]**	[30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; (ii) other relevant assignments or similar work; and (iii) overall experience of the Applicant.]
2.	**[Proposed Methodology, Technology and Work Plan]**	**[30]**	[Evaluation will be based on the quality of submissions.]
3.	**[Relevant Experience of the Key Personnel]**	**[30]**	[30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible

			Assignments; and (ii) other relevant assignments or similar work.]
3(a)	[Team Leader]		
3(b)	[Safety Expert]		
3(c)	[Financial Analyst]		
3(d)	[Environmental Expert]		
GRAND TOTAL		100	

While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered.

3.1.4. Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following projects shall be deemed as eligible assignments (the "**Eligible Assignments**"). The eligible assignments as below:

Transportation of Municipalities waste or C&D waste or quarry dust or agricultural waste or any kind of Waste for Government projects. The certificate for the quantification should be issued by not lower than the rank of Executive Engineer rank.

3.1.5. Financial Standing:

To demonstrate its financial capacity to undertake the Project (**Financial Capacity**), the Applicant must meet each of the financial qualification criteria specified in this Clause 3.1.5.

(a)	Net worth
(i)	In each of the Financial Years [Mention the 5 Financial Years preceding the Proposal Due Date], the Applicant's Net Worth (as per the audited annual financial statements) shall be at least INR [25% to 33% of the Bid Project Cost of the corresponding package].

i. If the Applicant is a Member of a Joint Ventures/Consortium or Consortium of LLP partners Consortium, then the Net Worth, as required in Clause 3.1.5 (a) (i) above shall be demonstrated cumulatively, i.e., the Consortium as a whole should meet the requirement. Provided further that if the Applicant is subsequently declared the Selected Bidder for the Project, then any Member of the Consortium whose Net Worth was assessed for the purposes of demonstrating that the Consortium has the Financial Capacity to undertake the Project, shall hold at least 26% (twenty-six per cent) shareholding in the paid up and subscribed equity of the concessionaire/SPV until expiry of 3 (three) years from COD.

ii. An Applicant or a Member of a Joint Ventures/Consortium or Consortium of LLP partners may rely on the Net Worth of its Associate(s) for demonstrating its Financial Capacity. In such a case, the Applicant or a Member of a Joint Ventures/Consortium or Consortium of LLP partners shall submit an undertaking from the Associate(s) stating that the necessary proportionate equity for the project will be provided for successful implementation of the project. In addition to this, during Financial Closure, necessary board resolution from the Associate(s) has to be submitted to the extent of equity contribution. The maximum partners limited to 3 partners. The lead partners must possess with minimum 51% of the Net worth and all partners together must meet the 100% net worth to qualify for the further evaluation of the bids.

b) The Applicant (and in case of a Joint Ventures/Consortium or Consortium of LLP partners) and its Associate(s) (in case the Net Worth of the Associate is being claimed) is not affected by and has not been affected by any of the following events, conditions or circumstances in the [5 (five)] Financial Years immediately preceding the Proposal Due Date, as certified by the statutory auditor of the Applicant (and in case of a Consortium, the statutory auditor of a Member) and its Associate(s) (if applicable):

i. The Applicant (and the Associate(s), if applicable) having been categorized as a willful defaulter in accordance with Applicable Laws or laws of the country of its incorporation;

ii. The Applicant (and the Associate(s), if applicable) being subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator, receiver; or

iii. The Applicant (and the Associate(s), if applicable) having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended.

c) The Applicant (and in case of a Joint Ventures/Consortium or Consortium of LLP partners) and its Associate(s) (if applicable) has not been convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:

i. Related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the Applicant (and the Associate(s), if applicable) or any of its directors, partners, trustees, officers or managers; or
ii. Resulted in the permanent or temporary suspension of the rights of the Applicant (and the Associate(s), if applicable) to provide any service or carry

3.1.6. (i) The scoring criteria to be used for evaluation shall be as follows: The eligibility criteria need to be met by combined criteria if the partners in case of JV/ Consortium of a Joint Ventures/Consortium or Consortium of LLP partners. The maximum partners limited to 3 partners. The lead partners must possess with minimum 51% of the Net worth and all partners together must meet the 100% net worth to qualify for the further evaluation of the bids.

SL NO.	TECHNICAL EVALUATION PARAMETERS	MAX MARKS
A	**Section-A: RELEVANT EXPERIENCE OF BIDDER**	**Maximum 40 Marks**
1	Transportation of Municipalities waste or C&D waste or quarry dust or agricultural waste or any kind of Waste for Government projects. The certificate for the quantification should be issued by not lower than the rank of Executive Engineer rank, having estimated quantity of 6,30,000 Tons in any one year during last 5 years	Maximum 30 Marks
	a. Experience in 40% and above of above-mentioned in any one year during last 5 years 3 works = 30 marks 2 works = 25 marks 1 work = 20 marks OR b. Experience in 50% and above of above-mentioned in any one year during last 5 years 2 works = 30 marks 1 work =25 marks OR c. Experience in 80% and above of above-mentioned in any one year during last 5 years Minimum 1 work = 30 marks	
2	Net Worth of the Company: [25% of estimated package cost] i.e. Rs. 13.70 crores	Maximum 10 Marks

	a. More than 110% of the Required Net worth: 10 marks OR b. Between 101% to110% of the Required Net worth: 8 marks OR c. 100% of the Required Net worth: 6 marks	
B	**Section-B: PROPOSED METHODOLOGY, TECHNOLOGY & WORK PLAN**	**Maximum 30 Marks**
	a. Approach & Methodology for undertaking the assignment (10 Marks)	Maximum 30 marks
	b. Details of infrastructure proposed, Resource Utilization Statement (5 Marks)	
	c. Overall Layout Plan, Implementation Schedule and Operation & Maintenance Scheme (10 Marks)	
	d. Environment, Health & Safety Policy & Strategy (5 Marks)	
C	**Section-C: RELEVANT EXPERIENCE OF KEY PERSONNEL (The conditions of the eligibility for the key personnel towards (1) Professional Qualification, (2) Length of Professional Experience and (3) Experience on Eligible Assignments as per the Annexure-**	**Maximum 30 Marks**
	30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; and (ii) other relevant assignments or similar work	Maximum 30 marks
C-1	TEAM LEADER	
C-2	SAEFTY EXPERT	
C-3	FINANCIAL ANALYST	
C-4	ENVIRONMENTAL EXPERT	
TOTAL		**100**

3.1.6 (ii) Grading system of technical score

Grade	Range	Marks
Outstanding	91-100	100
Excellent	81-90	90
Very Good	71-80	80
Good	61-70	70
Very Fair	51-60	60
Fair	41-50	50
Average	31-40	40
Below Average	21-30	30
Poor	11-20	20
Very Poor	1-10	10
Zero	0	0

(iii) Conditions of Eligible for Key personnel: Each of the Key personnel must fulfill the conditions of the eligibility specified below:

S. No.	Description of the Position of key personnel	Educational Qualification	Length of Professional Experience	Experience on eligible Assignments
1	Team Leader	Post graduate in any discipline	10 years	He should have led the project implementation teams for 2 (Two) eligible assignments
2	Safety expert	Post graduate in any discipline along with minimum diploma in industrial safety	7 years	He should have led the safety compliance teams or worked as a sole expert for 2 (two) eligible Assignments
3	Financial Analyst	Post graduate in commerce/ Chartered Accountant or Equivalent	7 years	He should have undertaken financial analysis and modelling for 2 eligible assignments
4	Environmental expert	Master/ Bachelor in Environmental science or Equivalent	7 years	He should have led the environmental impact assessment teams or worked as a sole expert for 2 eligible assignments

3.1.7. In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of scope of work and scope of services as set out in the Concession Agreement, proposed methodology, technology and work plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of [75 marks] or more out of 100 and each section and sub section shall get 60 marks shall qualify for further consideration and shall be ranked from highest to lowest on the basis of their technical score (S_T).

3.1.8 The scoring criteria to be used for the further evaluation as follows:

The bidders who meet minimum criteria as above vide 3.1 to 3.3 shall be further evaluated under stage 2 based on the marking system

3.1.9 Quality and Cost Based Selection (QCBS) of Bid:

After verifying the above A & B criteria, and those who are meeting the above eligibility criteria shall be given marking system to assess the bid under QCBS system with following weightages.

Section-A: RELEVANT EXPERIENCE OF BIDDER: 40 marks
Section-B: PROPOSED METHODOLOGY, TECHNOLOGY & WORK PLAN: 30 marks
Section-C: RELEVANT EXPERIENCE OF KEY PERSONNEL: 30 marks

Choosing the successful bidders: The relevant total combined scores for each of the proposals will finally be ranked as per their final scores computed.

The bidder having the highest combined score will be the first ranked bidder and eligible for award of concession Agreement.

3.2. Short-listing of Applicants

The Applicants scoring equal to or above [75] points after the evaluation of the Technical Proposals, will be pre-qualified and short-listed for financial evaluation. However, if the number of such pre-qualified Applicants is less than two, the BSWML may, at their discretion, pre-qualify the Applicant(s) whose technical score is less than [75] points even if such Applicant(s) do(es) not qualify as per clause 3.1.2.

3.3. Evaluation of Financial Proposal

a. In the second stage, the financial evaluation for all qualified proposals will be carried out and will each be assigned a financial score. The financial bids will be evaluated in the following manner.
b. The least quoted amount received towards user fee indicated by the bidder will be given a financial score ($S_{F)}$ of 100 marks and the bid value will be indicated as FPA_{max} (maximum financial proposal amount)
c. The rest of the proposal amounts will be indicated as respective $FPA_{s,}$ and their financial scores ($S_{F)}$ will be computed as follows:
d. $S_{F=}$ 100x (FPA_{max} /FPA)
e. Final evaluation of technical cum financial bid
f. Following completion of evaluation of technical and financial proposals, the final ranking of the proposals will be determined. This will be done by applying a weightage of 30 percent and 70 percent to the technical and financial marks respectively. Hence the final score will be computed as follows:
g. Final score = (0.7 x technical score) + (0.3 x financial score)

h. Choosing the successful bidders.
i. The relevant total combined scores for each of the proposals will finally be ranked as per their final scores computed.
j. The bidder having the highest combined score will be the first ranked bidder and eligible for award of concession Agreement.

3.4. Combined & Final Evaluation

3.4.1. Proposal will finally be ranked according to the combined technical (Sr) & Financial (Sf) score as follows:

$$S = Sr*Tw + Sf*Fw$$

Where, S = Combined score & Tw & Fw are weights assigned to technical proposal & financial proposal which shall be (0.7 & 0.3) respectively.

3.4.2 The selected bidder shall be the first ranked applicant (having the highest combined score). The second ranked applicant shall be kept in reserve & maybe invited for negotiations in case the first rank applicant withdraws, or fails to comply the requirements specified in clause 2.25, 2.29 & 2.30 as the case may be.

3.4.3 Illustration to explain the QCBS as follows:

STAGE 1: TECHNICAL BIDS EVALUATION

Bidder details	**Technical MarkObtained (Example)**
Bidder1	92
Bidder2	85
Bidder3	55
Bidder4	75

STAGE 2: Conversion of Technical Marks to Technical Score

Bidder details	Technical Score basedon Grading System
Bidder1	100
Bidder2	90
Bidder3	Rejected *
Bidder4	80

*Since the eligible technical score should be 75 &above, bidder 3 is rejected

STAGE 3: FINANCIAL BID EVALUATION

Bidder details	**Financial BidAmount**
Bidder1	1,30,000
Bidder2	1,20,000
Bidder4	1,00,000

Stage 4: Conversion of financial bid amount to score

Bidder Details	Financial Bid Amount	Financial Score (LFB/F*100)
Bidder1	1,30,000	100000/130000*100=76.92
Bidder2	1,20,000	100000/120000*100= 83.33
Bidder4	1,00,000	100

LFB = Lowest Financial Bid, **F** = Quoted Amount

Consolidated Technical & Financial Score

Bidder Details	**Technical Score**	**Financial Score**
Bidder 1	100	76.92
Bidder 2	90	83.33
Bidder 4	80	100

Stage 5: Combined Technical and Financial Score (CTFS)With Weightage 70:30

Bidder Details	Applying weights for the Technical Score & Financial Score	CTFS	Rank of the Bidder
Bidder1	100*(70/100) + 76.92*(30/100)	93.07 (70+23.7)	L1
Bidder2	90*(70/100) + 83.33*(30/100)	87.99 (63+24.99)	L2
Bidder4	80*(70/100) + 100*(30/100)	86 (56+30)	L3

4. FRAUD AND CORRUPT PRACTICES

4.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, BSWML shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, BSWML shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the State Government and/or the Authority for, inter alia, time, cost and effort of BSWML, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4.2. Without prejudice to the rights of BSWML under Clause 4.1 hereinabove and the rights and remedies which BSWML may have under the LOA or the Agreement, if an Applicant or Applicant, as the case may be, is found by BSWML to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Applicant shall not be eligible to participate in any tender or RFP issued by BSWML during a period of 2 (two) years from the date such Applicant or Applicant, as the case may be, is found by BSWML to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

a. **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of BSWML who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BSWML, as the case may be, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner what so ever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of BSWML in relation to any matter concerning the Project;

b. **"Fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
c. **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
d. **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by BSWML with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
e. **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

5.1. Pre-Proposal Conference of the Applicants shall be convened at the designated date, time, and place A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

Particulars	Description
Date	26.07.2024 (date mentioned in the NIT)
Time	03:00p.m
Attention to	Office of the Chief Engineer & Chief General Manager (Technical)
Venue	Bengaluru Solid Waste Management Limited # NO. 30/1, 1st and 2nd Floor, UNI Buildings, Thimmaiah Road, Vasanth Nagar, Bengaluru –560 002

5.2. During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of BSWML. BSWML shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

Any Corrigendum/Addendum thus issued will be uploaded in the website https://kppp.karnataka.gov.in.

Any verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on Authority

6. MISCELLANEOUS

6.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the Karnataka shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

6.2. BSWML, at their discretion and without incurring any obligation or liability, reserves the right, at any time, to:

a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
b. consult with any Applicant in order to receive clarification or further information;
c. retain any information and/or evidence submitted to BSWML by, on behalf of and/or in relation to any Applicant; and/or
d. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

6.3. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases BSWML, their employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4. All documents and other information supplied by BSWML or submitted by an Applicant shall remain or become, as the case may be, the property of BSWML. BSWML will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

6.5. BSWML reserve the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

APPENDIX - I

TECHNICAL PROPOSAL

APPENDIX-I

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Subject: Appointment of Concessionaire for Collection and Transportation of 1750 TPD C&D Waste at Kannur and Chikkajala Bengaluru

Dear Madam/Sir,

1) With reference to your RFP Document dated ……., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Concessionaire for the Collection and Transportation of 1750 TPD C&D Waste at Kannur and Chikkajala Bengaluru The proposal is unconditional and unqualified.
2) All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3) This statement is made for the express purpose of appointment as the Concessionaire for the aforesaid Project.
4) I/We shall make available to BSWML any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5) I/We acknowledge the right of BSWML to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6) I/We certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7) I/We declare that:
    a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by BSWML;
    b. I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;

c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with BSWML or any other public sector enterprise or any government, Central or State; and

d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Concessionaire, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.

9) I/We declare that we/any member of the Joint venture/Consortium/LLP, are/is not a member of any other Joint venture/Consortium/LLP applying for selection as a Concessionaire.

10) I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11) I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12) I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

13) I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BSWML [and/ or the Government of India] in connection with the selection of Concessionaire or in connection with the Selection Process itself in respect of the above-mentioned Project.

14) The Bid Security of Rs. ..... (Rupees .....) has been submitted through online mode of payment as provided in the RFP document.

15) I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.

16) I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.

17) A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form-4 of Appendix-I.

18) In the event of my/our firm/ Joint venture/Consortium/LLP being selected as the Concessionaire, I/we agree to enter into the Concession Agreement in accordance with the Schedule-I of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

19) I/We have studied RFP and all other documents carefully and also surveyed the Site(s). We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by BSWML or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Project.

20) The Financial Proposal is being submitted separately. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

21) I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name, and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

APPENDIX-I

Form-2

Particulars of the Applicant

1. Details of Applicant

   a. Name:
   b. Country of incorporation and MOA/PAN:
   c. Address of the corporate headquarters and its branch office(s), if any, in India:
   d. Date of incorporation and/ or commencement of business and GST certificate details:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the State Government:

   (a) Name:

   (b) Designation:

   (c) Company:

   (d) Address:

   (e) Telephone Number:

   (f) E-Mail Address:

4. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

   (g) Name:

   (h) Designation:

   (i) Company:

   (j) Address:

   (k) Telephone Number:

   (l) E-Mail Address

   5. Particulars of the Authorized Signatory of the Applicant:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

6. In case of a Joint venture/Consortium/LLP:

(a) The information above (1-4) should be provided for all the Members of the Joint Venture/Consortium/LLP

(b) A copy of the Joint Bidding Agreement should be attached to the Proposal

(c) Information regarding the role of each Member should be provided as per table below:

S. No.	**Name of Member**	**Role**	**Percentage of equity in the Joint venture/Consortium/LLP**
1			
2			
3			
4			

(d) The following information shall also be provided for each Member of the Joint Venture/ Consortium/LLP:

Name of Applicant/Member of Joint Venture or Consortium

Sl.No	**Criteria**	**Yes**	**No**
(1)	Has the Applicant constituent of the Joint venture/Consortium/LLP been barred by the [Central/ State] Government, or any entity controlled by it from participating in any project (BOT or otherwise)?		
(2)	If the answer to (1) is yes, does the bar subsist as on the Proposal Due Date?		
(3)	Has the Applicant/Joint venture/Consortium/LLP paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or		

	has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

7. A statement by the Applicant and each of the Members of its Joint venture/Consortium/LLP (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

.....

.....

.....

Dear Madam/Sir,

Subject: RFP for Collection and Transportation of 1750TPD of C&D Waste at Kannur and Chikkajala Bengaluru

I/We hereby confirm that we, the Applicant (along with other Members in case of Joint venture/Consortium/LLP, the constitution of which has been described in the Proposal$), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ……. (insert Applicant's name) will act as the Lead Member of our Joint venture/Consortium/LLP.

I/We have agreed that ……. (insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the Joint venture/Consortium/LLP on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of .....

Please strike out whichever is not applicable

APPENDIX-I

Form-4A
Power of Attorney for signing of Proposal

Know all men by these presents, we, ... (name of Company and address of the registered office) do hereby constitute, nominate, appoint and authorise Ms. / Mr. ..... daughter/wife/son and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for selection as the Concessionaire for Proposal for Selection of Concessionaire Collection and Transportation of 1750TPD of C&D Waste at Kannur and Chikkajala Bengaluru (the "Project"), proposed to be developed by the ..... (the "State Government") and the ..... (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-Proposal and other conferences and providing information/ responses to BSWML, representing us in all matters before BSWML, signing and execution of all contracts and undertakings consequent to acceptance of our Proposal and generally dealing with BSWML in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Concession Agreement with the SPV/ the State Government / the Authority and the Selected Bidder as confirming party.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....
(Signature, name, designation and address)

Witnesses:
1.
2.

Notarised
Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.

2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Appostille certificate.

4. Power of Attorney executed abroad should conform to the provisions of Notaries Act, 1952 and Indian Stamp Act, 1899.

APPENDIX-I
Form-4B
Power of Attorney for Lead Member of Joint venture/Consortium/LLP

Whereas BSWML has invited applications from interested parties for the Proposal for Selection of Concessionaire Collection and Transportation of 1750TPD of C&D Waste at Kannur and Chikkajala Bengaluru

Whereas, ……., ……., ……. and (collectively the "Joint venture/Consortium/LLP") being Members of the Joint venture/Consortium/LLP are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Joint venture/Consortium/LLP to designate one of them as the Lead Member with all necessary power and the authority to do for and on behalf of the Joint venture/Consortium/LLP, all acts, deeds and things as may be necessary in connection with the Joint venture/Consortium/LLP's Proposal for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ……. Having our registered office at .....,
M/s, ……. Having its registered office at .....,
M/s, ……. Having its registered office at .....,

(herein after collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. ……. Having our registered office at ……, being one of the Members of the Joint venture/Consortium/LLP, as the Lead Member and true lawful attorney (with power to sub delegate) to conduct all business for and on behalf of the Joint venture/Consortium/LLP and any one of us during the Selection Process and; in the event the Joint venture/Consortium/LLP is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint venture/Consortium/LLP, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint venture/Consortium/LLP and submission of its Proposal for the Project, including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Applicants and other conferences,

respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Joint venture/Consortium/LLP and generally to represent the Joint venture/Consortium/LLP in all its dealings with BSWML, and/ or any other Government Agency or any person, in all matters in connection with or relating or arising out of the Joint venture/Consortium/LLP's Proposal for the Project and/or upon award thereof till the Concession Agreement is entered into with SPV/ the State Government / the Authority and the Selected Bidder as confirming party.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint venture/Consortium/LLP.

IN WITNESS WHEREOF WE, ... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For ……...

(Signature)

…….. (Name & Title)

For ……...

(Signature)

…….. (Name & Title)

For ……...

(Signature)

…….. (Name & Title)

Witnesses:

1.

2.

……

(Executants)
(To be executed by all the Members of the Joint venture/Consortium/LLP)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.

2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Appostille certificate.

4. Power of Attorney executed abroad should conform to the provisions of Notaries Act, 1952 and Indian Stamp Act, 1899.

APPENDIX-I
Form-5
Financial Capacity of the Applicant

(See Clause 2.2.2 (B))

Applicant Type	**Member Code**	**Net Worth** (Avg. for Past 5 Years) (in Crores)	**Net worth (in Crores) (5 Years)**				
			Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Single entity Applicant							
Joint Venture / Consortium Member 1							
Joint Venture / Consortium Member 2							
Joint Venture / Consortium Member 3*							
TOTAL							

* More rows may be added as per requirement

Instructions:

1. The Applicant/ its constituent Joint venture/Consortium/LLP Members shall attach copies of the balance sheets, financial statements and annual reports for 5 years preceding the Proposal Due Date. The financial statements shall:

   (a) Reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;
   (b) Be audited by a statutory auditor;
   (c) Be complete, including all notes to the financial statements; and
   (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. For the purposes of this RFP “Net Worth” shall be computed as per the formulation provided in Clause 2.16.4 of this RFP.

3. The Applicant shall provide a Statutory Auditor’s certificate/Chartered Accountant certificate specifying the Net Worth and also specifying the methodology adopted for calculating such net worth.

APPENDIX-I
Form-6
Particulars of Key Personnel

Sl. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments
					Name of Company / Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Team Leader						
2.	Safety Expert						
3.	Financial Analyst						
4.	Environmental Expert						

Refer Form 9 of Appendix-I (Experience of Key Personnel)

APPENDIX-I

Form-7

Proposed Methodology, Technology and Work Plan

The proposed methodology, technology and work plan shall be described as follows:

1. **Understanding of terms and conditions of the Concession Agreement** (not more than two pages) The Applicant shall clearly state its understanding of the terms and conditions of the Concession Agreement and also highlight its important aspects.
2. **Methodology and Work Plan** (not more than three pages) The Applicant will submit its methodology for carrying out the Project, outlining its approach toward achieving the key performance indicators laid down in the Concession Agreement. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for the Project have been fully covered by its Proposal. In case the Applicant is a Joint venture/Consortium/LLP, it should specify how the expertise of each Member is proposed to be utilised for the Project. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Project.
3. **Proposed Technology** (detailed note) The Applicant will submit its proposed technology for carrying out the Project, including the details of technology/combination of technologies proposed for processing of waste, sources of technologies and technology tie-up. Details regarding C&D waste to be provides in accordance with sub-clause 5 of this Form-7 of Appendix –I.
4. **Other details to be included in the Technical Proposal for** Collection and Transportation of 1750TPD of C&D Waste at Kannur and Chikkajala Bengaluru and Dumping Activities GPS including deposit receipt, weighment of C&D waste & the details of RFID tags.

5. **Proposed approach, methodology, technology, work plan for** Collection and Transportation of 1750TPD of C&D Waste at Kannur and Chikkajala Bengaluru

Note 1: All of the above details should be provided as elaborately as feasible and supported with engineering drawings (if applicable), manpower requirement, fuel, power requirement and explanation of time required for recovery and utilization of components. Based on the above work requirement, the Applicant will provide details of plant, machinery and equipment proposed to be deployed in the works and their status (new or old). The Applicant shall also provide a list of key personnel proposed to be deployed for the work with their curriculum vitae.

Note 2: The Applicant may be invited to make a presentation on approach, methodology, proposed technologies and project plan to judge their understanding of the Project.

Note 3: Marks will be deducted for writing lengthy and out of context responses.

APPENDIX-I

Form-8

Proforma of Bank Guarantee for "Bid Security"

[(To be executed on request Non-Judicial stamp paper of Rs. 100)]

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary: [State Department of Urban Development], having its registered office at …… AND [Name of the Authority], having its registered office at .....

Account No.:

Bank name, branch and IFSC Code:

B.G. No.

Dated: [•]

1. We have been informed that [•] [insert name of the Applicant] (hereinafter called the "Applicant") intends to submits its Proposal (hereinafter called the "Proposal") for Selection of Concessionaire for Collection and Transportation of 1750TPD of C&D Waste at Kannur and Chikkajala Bengaluru under Request for Proposal bearing RFP Reference No. [•] dated [•] (hereinafter called the **"RFP"**).
2. Furthermore, we understand that, according to your conditions, the Proposal must be supported by a Bid Security.
3. At the request of the Applicant, we, [•] [insert name of the Bank], having our branch at ..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs. *** (Rupees *** only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation(s) under the terms and conditions of the RFP, without any demur, reservation, recourse, contest or protest and without reference to the Applicant, which may include the following: -

(a) If the Applicant withdraws its Proposal during the validity period of the Proposal;

(b) if the Applicant submits a non-responsive Proposal as per the RFP;

(c) if the Applicant has a conflict of interest as specified in the RFP

(d) If the Applicant engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in Section 4 of the RFP;

(e) If the Applicant upon being declared as the Selected Bidder fails to:

(i) to sign and return the duplicate copy of Letter of Award;

(ii) to sign the Concession Agreement;

(iii) furnish a Performance Security in within the period prescribed in the Concession Agreement;

(f) If the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

(g) If the Applicant is otherwise in breach of the terms of the RFP.

4. Any such written demand made by BSWML stating that the Applicant is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP shall be final, conclusive and binding on the Bank.

5. This guarantee will expire: (a) if the Applicant is the Selected Bidder, upon receipt of the Performance Security by you, and (b) if the Applicant is not the Selected Bidder, (i) return of the Bank Guarantee by you as per the terms of the RFP, or (ii) upon expiry of 120 days from the date hereof.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Applicant.

7. This Guarantee will neither be canceled nor revoked by the Bank without the written authorization of BSWML.

8. Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

Signed and Delivered by _____Bank

By the hand of Mr./Ms. [•], its [•] and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

APPENDIX-I

Form-9

Format for Joint Bidding Agreement

(See Clause 2.16.8.(b)(iv))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of ..... 20…

AMONGST

1. …… Limited, a company/partnership/LLP/proprietorship incorporated/registered under [***] and having its registered office at …… (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

…… Limited, a company/partnership/LLP/proprietorship incorporated/registered under [***] and having its registered office at ……. (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. …… Limited, a company/partnership/LLP/proprietorship incorporated/registered under [***] and having its registered office at …… (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

(A) **[BSWML]**, having its principal office at ……

including its administrators, successors and assigns) and the [Name of the Authority], having its principal office at …… including its administrators, successors and assigns) have invited Proposals (the **"Proposals"**) by its Request for Proposal No. …… dated …… (the **"RFP"**) for **Collection and Transportation of 1750 TPD of Construction &Demolition (C&D) Waste at Kannur and Chikkajala Bengaluru** through public private partnership.

(B) The Parties are interested in jointly bidding for the Project as members of a Joint venture/Consortium/LLP and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Joint venture/Consortium/LLP shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint venture/Consortium/LLP

The Parties do hereby irrevocably constitute a Joint venture/Consortium/LLP (the **"Joint venture/Consortium/LLP"**) for the purposes of jointly participating in the Selection Process for the Project.

The Parties hereby undertake to participate in the Selection Process only through this Joint venture/Consortium/LLP and not individually and/ or through any other Joint venture/Consortium/LLP constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Joint venture/Consortium/LLP is declared the Selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 2013 for entering into a Concession Agreement with the State Government and

Authority for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead Member of the Joint venture/Consortium/LLP (the shareholding of the Lead Member should be [at least 51% or majority shareholder]) and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Joint venture/Consortium/LLP during the duration of the Project;

(b) Party of the Second Part shall be responsible for [insert role]

(c) Party of the Third Part shall be responsible for [insert role]

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till the expiry of the Concession Agreement.

6. Shareholding in the SPV

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

The Parties shall ensure that the Parties shall: (i) collectively hold at least 51% (fifty-one percent) shareholding in the paid-up and subscribed equity of the concessionaire/SPV until expiry of 3 (three) years from COD; and (ii) each of the Parties whose Technical Capacity and Financial Capacity was taken into consideration shall each hold 26% (twenty six percent) shareholding in the paid up and subscribed equity of the concessionaire/SPV until expiry of 3 years from COD.

The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint venture/Consortium/LLP Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Project is achieved under and in accordance with the Concession Agreement. However, in case the Joint venture/Consortium/LLP is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by BSWML to the Applicant, as the case may be.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of BSWML

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of **LEAD MEMBER** by: (Signature) (Name) (Designation) (Address)	SIGNED, SEALED AND DELIVERED For and on behalf of **SECOND PART** (Signature) (Name) (Designation) (Address)

SIGNED, SEALED AND DELIVERED For and on behalf of **THIRD PART** (Signature) (Name) (Designation) (Address)	

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint venture/Consortium/LLP Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX-I

Form-10

Abstract of Eligible Assignments of the Applicant

(See Clause 3.1.4)

Sl. No	**Name of Project**	**Name of Client**	**Date of Commencement**	**Date of Commissioning**	**Project Capacity**	**Location of the Project**	**Project Cost (in Rs. crore/ US$ million)**	**Whether credit is being taken for the eligible Experience of an Associate (Yes/ No)**
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								

The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-12 of Appendix-I.

Note 1: Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

Note 2: Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Joint venture/Consortium/LLP. In other words, no double counting by a Joint venture/Consortium/LLP in respect of the same experience shall be permitted in any manner whatsoever

APPENDIX-I

Form-11

Abstract of Eligible Assignments of Key Personnel

(See Clause 3.1.4)

Name of Key Personnel:

Designation:

Sl. No	**Name of Projects**	**Name of Client**	**Date of Commencement of work by the Key Personnel**	**Date of Completion of work by the Key Personnel**	**Man days spent**	**Project Capacity**	**Location of the Project**	**Project Cost (in Rs. crore/ US$ million)**	**Name of Company/Firm for which the Key Personnel worked**	**Designation of the Key Personnel on the Project**
1	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
2										
3										
4										
5										

Use separate Form for each Key Personnel

The names and chronology of projects included here should conform to the project-wise details submitted in Form-13 of Appendix-I.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel

APPENDIX-I

Form-12

Eligible Assignments of the Applicant

(See Clause 3.1.4)

1	Name of the Project	
2	Nature of the Project	
3	Name of the Client	
4	Address, Telephone no. and E-mail address of the Client	
5	Date of Commencement	
6	Date of Commissioning	
7	Project Capacity	
8	Location	
9	Project Cost	
10	Whether credit is being taken for the eligible Experience of an Associate (Yes/ No)	
11	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Applicant)		

Notes:

1. Use separate sheet for each Eligible Project.

2. Exchange rate for conversion of US $ shall be as per Clause 1.7.1

APPENDIX-I

Form-13

Eligible Assignments of Key Personnel

(See Clause 3.1.4)

1	Name of the Project	
2	Nature of the Project	
3	Name of the Client	
4	Address, Telephone no. and E-mail address of the Client	
5	Date of Commencement of work of the Key Personnel	
6	Date of Completion of work of the Key Personnel	
7	Man days spent	
8	Project Capacity	
9	Location	
10	Project Cost	
11	Name of Company/Firm for which the Key Personnel worked	
12	Designation of the Key Personnel on the Project	
13	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)		

Notes:

1. Use separate sheet for each Eligible Project.

2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

3. Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

1. Use separate form for each Key Personnel and Professional Personnel
2. The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 and Form-13 of Appendix-I.
3. Each page of the CV shall be signed in ink or digitally signed and dated by both the Personnel concerned and by the Authorized Representative of the Applicant along with the seal of the Applicant. Photocopies will not be considered for evaluation.

APPENDIX-I

Form-14

Curriculum Vitae (CV) of Key Personnel and Professional Personnel

(See Clause 2.14.6)

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualifications:

6. Languages Known:

7. Employment Record: (Starting with present position, list in reverse order every employment held)

8. List of projects on which the Personnel has worked

Name of Project	**Description of Responsibilities**

8. Details of the current project and the time duration for which services are required for the current
project.

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project as required.

2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)
Place.....

(Signature and name of the authorized signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel and Professional Personnel

2. The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 and Form-13 of Appendix-I.

3. Each page of the CV shall be signed in ink or digitally signed and dated by both the Personnel concerned and by the Authorized Representative of the Applicant along with the seal of the Applicant. Photocopies will not be considered for evaluation

APPENDIX-I

Form-15

Deployment of Personnel

S. No.	Designation	Name	Man-Days (MD)		Week Numbers													
			At Project site	Away from Project site(specify)	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1.																		
2.																		
3.																		
4.																		
5.																		
6.																		
Total Man days																		

APPENDIX-I

Form–16

Survey and Field Investigations

Item of Work/Activity	**To be carried out / prepared by**		**Week**													
	Name	Designation	1	2	3	4	5	6	7	8	9	10	11	12	13	14

APPENDIX-I

Form-17

Format of Self-Attested Certificate regarding Associate

Self-Attested Certificate regarding Associate

Based on the authenticated record of [*Insert name of the Company*], this is to certify that [more than 50% (fifty percent) of the subscribed and paid-up voting equity of ……. (name of the Applicant/Member/Associate) is held, directly or

indirectly, by ..... (name of Applicant/Member/Associate)

By virtue of the aforesaid, the latter exercises control over the former, who is an Associate.]

[.....(name of Applicant/Member/Associate) has the power, directly or indirectly, to direct or influence the management and policies of (Applicant/Member) by operation of law, contract or otherwise]. By virtue of the aforesaid, the former exercises control over the latter, who is an Associate.]

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Member and the Associate. In the event the Associate is under common Control with the Associate/ Consortium Member or the Control is exercised by operation of law, the relationship may be suitably described and similarly certified herein.}

Name of the Applicant/Member: Seal of the Applicant/Member:

APPENDIX-I

Form-18

Format of Information on Litigation

(To be provided by the Applicant/each Member)

Sl. No.	**Name**	**Forum and Counterparty**	**Brief Description of the matter**	**Estimated financial liability**	**Current Status of Litigation**	**Orders passed Against the Applicant / Member**

APPENDIX-II
FINANCIAL PROPOSAL

APPENDIX-II

Form-1:
Covering Letter

(On Applicants letterhead)
(Date and Reference)
To,
.....
.....
.....
Dear Sir,

Subject: Financial Bid for Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% concessionaire investment for the collection, Primary transportation, secondary transportation to Existing processing plants of 1750 TPD" TPD Bengaluru area on a Public Private Partnership ("PPP") mode

I/We, ...(Applicant's name) here with enclose the Financial Proposal for selection of my/ our Company/ Joint Venture/ Consortium as Concessionaire for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II

Form-2:
Price Bid -I (Sample format and same has to be filled up online in KPP Portal)

Sub: RFP for Appointment of concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% concessionaire investment for the collection, Primary transportation, secondary transportation to Existing processing plants of 1750 TPD" TPD Bengaluru area on a Public Private Partnership ("PPP") mode

1. Having gone through this PIM, RFP document and the draft concession agreement having fully understood the Scope of Work for the Project as set out by the Authority in the PIM, RFP & DCA document vide relevant clauses of the document.
2. I/We are pleased to inform that I/We would demand the following rate of Tipping Fee i.e. Per MT for the respective descriptions of the schedules mentioned below as per the Scope of work indicated in this PIM document, RFP document and Concession Agreement.
3. The below quoted rates are inclusive of all taxes, duties and levies, but excluding GST which will be paid by the authority as per prevailing norms and rate as applicable during the entire concession period.
4. We confirm that in case of discrepancy in Figures and Words for the Amount Quoted the lowest of the amount quoted in figure or words shall be considered. We confirm that the Financial Proposal conforms to all the terms & conditions stipulated in the Request for Proposal (RFP) Document.
5. We confirm that our Financial Proposal is FINAL in all respects and contains No conditions.
6. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
7. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to Design, Build, Finance, Operate, Maintain and Transfer the Project, in the event that we are finally selected.

Sl. No.	**Description of the Service**	**Unit**	**Quantity in Tons**	**Rate INR (in fig)**	**Rate INR (in words)**
1	Collection of C&D Waste from door to door to Transfer station & Secondary Transportation from Transfer Station to the Designated Processing Facility centers as per the Scope of Work including the operation and Maintenance of entire establishment under the contract as per the T&C in Concession Agreement	**Per Ton**	**1**		

	C&D Waste Management Rules (C&DWM),2016; SMB2.0, CPHEEO Manual and any other amendments to such rules and guidelines during the contract.				

Note:

1. The Unit rate to be quoted for the Base year of bid submission year.
2. The Incremental increase of the quoted/ accepted rate shall be shall be paid 5% on year on year after the completion of the first year
3. The quantity for both Schedules shall be paid as per the actual quantities recorded through the Weighing machine.

Yours Faithfully,

For an on behalf of (name of Bidder/Applicant)

Duly signed by the Authorized signatory of the Bidder/Applicant.

APPENDIX-II

Form-3:
Letter of Declaration

(The Letter of Declaration is to be submitted by each Member in case of Joint Venture /Consortium)

Date:

Place:

To,

…….

…….

Dear Sir/Madam,

Sub: "Selection of Concessionaire for Appointment of concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% concessionaire investment for the collection,

Primary transportation, secondary transportation to Existing processing plants of 1750 TPD" TPD Bengaluru area on a Public Private Partnership ("PPP") mode

This has reference to the Proposal being submitted by (mention the name of the Applicant/ Lead Member of the Joint Venture/Consortium/LLP), as single entity/ Lead Member of the Joint Venture/Consortium comprising (mention name(s) of the Members) in respect of Selection of Concessionaire in response to the Request for Proposal at Bengaluru Proposal (the "RFP") issued by the BSWML dated _____.

We hereby confirm the following:

1. We (name of the Applicant/Member furnishing the Letter of Declaration), have examined the details and have understood and satisfied ourselves regarding the contents including in respect of the following:

For the purpose of all sub sequent communications with the BSWML the Applicant shall here presented by (mention name of the authorized representative of the Applicant/Lead Member); {The Joint Bidding Agreement has been signed between /among (names of the members), as members of the Joint Venture/Consortium/LLP; and the Proposal is being submitted on behalf of the Joint Venture/ Consortium (name of the Lead Member).}8

2. We have satisfied ourselves regarding our role as (here give a brief description of the role) in the project as specified in the Proposal. If the Applicant/Joint Venture/Consortium/LLP is awarded the Project, we shall perform our role as outlined in the Proposal to the best of our abilities. We have examined the Proposal in detail and the commitments made in the same. We agree and undertake to abide by the Proposal and the commitments made therein.

3. We authorize (name of the authorized representative of the Applicant/Lead Member), as the Lead Member and authorize the same to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of the Joint Venture/Consortium/LLP, in respect of this Project.

4 We understand that, no change in the membership in the Joint Venture/Consortium/LLP, in the role and form of responsibility of any Member shall be permitted after submission of the proposal. If any change in the membership of the Joint Venture/ Consortium is desired, it would need to be communicated to the BSWML in writing for its approval. The BSWML would reserve the right to reject such requests for a change of Joint Venture/Consortium/LLP structure, if in its opinion; it would adversely affect the same.}

For and on behalf of:

[Signature]

(Authorized Representative and Signatory) Name of the Person:

Designation:

8Applicableonlyin case of a Joint Venture/Consortium

APPENDIX-II

Form-4:
Format of Self-Attested Certificate regarding Associate

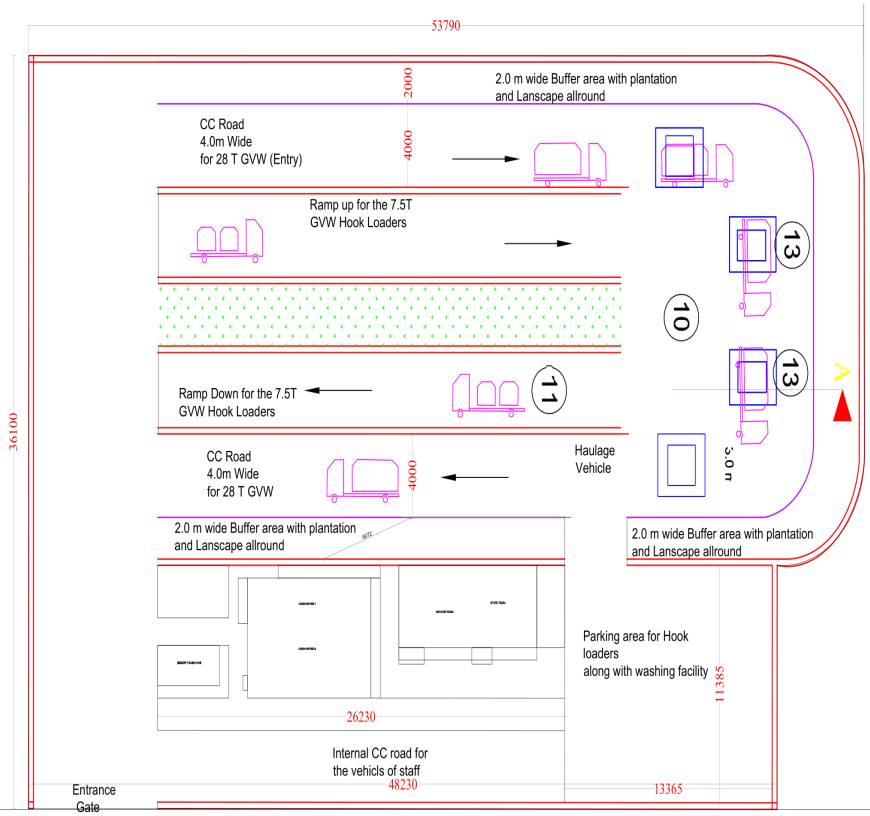
Based on the authenticated record of [Insert name of the Company], this is to certify that [more than 50% (fifty percent) of the subscribed and paid-up voting equity of……. (name of the Applicant/Member/Associate) is held, directly or indirectly, by (name of Applicant/Member/Associate)

By virtue of the aforesaid, the latter exercises control over the former, who is an Associate.] [(name of Applicant/Member/Associate) has the power, directly or ‘indirectly, to direct or influence the management and policies (Applicant/Member) by operation of law, contract or otherwise]. By virtue of the aforesaid, the former exercises control over the latter, who is an associate.]

A brief description of the said equity held, directly or indirectly, is given below: {Describe the share-holding of the Applicant/ Member and the Associate. In the event the Associate is under common Control with the Associate/ Consortium Member or the Control is exercised by operation of law, the relationship may be suitably described and similarly certified herein.}

Name of the Applicant/Member: Seal of the Applicant/Member:

ANNEXURE -3 LAYOUT PLAN



Details:

S. No	Description	Size
1	Gate - 2 Nos	8m
2	Compund Wall	-
3	Security Cabin	3m x3m
4	Weigh Bridge	6mx9m
5	Weigh Bridge Cabin	3mx3m
6	Cabin Toilet	3mx9m
7	Staff Room	5mx10m
8	C.C Pavement	-
9	Green Belt 10m Wide	-
10	Unloading Platform	-
11	Ramp	-
12	Administrative Office	9mx10m
13	Hoppers	-
14	Work Shop	10mx35m

NOTE: ALL DIMENSIONS ARE IN MM

CLIENT	PROJECT	CONSULTANT	DRAWING	SITE AREA
BENGALURU SOLID WASTE MANAGEMENT LTD (BSWML)	PROPOSED TRANSFER STATION FOR THE C&D WASTE AT VARIOUS LOCATIONS	M/S RITES LTD BENGALURU	LAYOUT PLAN	1865.00 SQM